

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 16, 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 – Deseret Peak Cadet Squadron (RMR-UT-082), Civil Air Patrol – Utah Wing**
4. **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.
5. **Public Hearing and Motion on Ordinance 2026-27** An Ordinance of Tooele City Amending the Tooele City Zoning Map to Remove the Sensitive Area Overlay from a Tract of Approximately 2.02 Total Acres Consisting of Three Parcels Located at Approximately 600 South Canyon Road and 695 South Main Street.
Presented by Andrew Aagard, Community Development Director
6. **Public Hearing on Issuance and Sale of the Series 2026 Sewer Revenue Bonds (Reference Resolution 2026-69)**
Presented by Shannon Wimmer, Finance Director
7. **Resolution 2026-70** A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment.
Presented by Adrian Day, Police Chief
8. **Resolution 2026-71** A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2026 Byrne Justice Assistance Grant Funds.
Presented by Adrian Day, Police Chief

9. **Resolution 2026-72** A Resolution of the Tooele City Council Approving an Agreement with Hansen, Allen & Luce, Inc. for the Tooele East Valley Water Source and Water Rights Study.

Presented by Nathan Farrer, Public Works Director

10. **Resolution 2026-73** A Resolution of the Tooele City Council Consenting to the Establishment of the Tooele City Firefighter Incentive for Response and Engagement (F.I.R.E) Program and Adoption of the Plan Document.

Presented by Matt McCoy, Fire Chief and Kami Perkins, Human Resources Director

11. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

12. **Minutes**

~ September 2, 2026 City Council and RDA Work Meeting Minutes

~ September 2, 2026 City Council Business Meeting Minutes

13. **Adjourn**



Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2026-27

AN ORDINANCE OF TOOELE CITY AMENDING THE TOOELE CITY ZONING MAP TO REMOVE THE SENSITIVE AREA OVERLAY FROM A TRACT OF APPROXIMATELY 2.02 TOTAL ACRES CONSISTING OF THREE PARCELS LOCATED AT APPROXIMATELY 600 SOUTH CANYON ROAD AND 695 SOUTH MAIN STREET.

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, Tooele City Code § 7-1a-7 requires that any amendment to the Zoning Map must be consistent with Tooele City’s General Plan; and,

WHEREAS, on August 21, 2026, Douglas Kinsman and Ronald Hall filed an application to remove the Sensitive Area Overlay from the subject property, located at approximately 600 South Canyon Road and 695 South Main Street (see Mapping attached

as Exhibit A); and,

WHEREAS, the subject property consists of three parcels that together total approximately 2.02 contiguous acres in the Sensitive Area Overlay; and,

WHEREAS, the two parcels of the subject property that face Canyon Road currently are within the R1-7 Residential zoning district; and,

WHEREAS, the one parcel of the subject property that faces Main Street is primarily within the Open Space zoning district, with a portion within the MU-160 zoning district; and,

WHEREAS, the removal of the Sensitive Area Overlay from the subject property will not change the underlying zoning districts; and,

WHEREAS, development standards related to access, slopes, cut and fill, and other developmental considerations will be required to be reviewed and addressed during the subdivision and development review processes as a condition of approval; and,

WHEREAS, on September 9, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted 7-0 to forward its positive recommendation to the City Council (see Staff Report attached as Exhibit B and Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on September 16, 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 TOOEELE CITY that:

1. this Ordinance and the Zoning Map amendment proposed therein are consistent with Tooele City's General Plan; and,
2. this Ordinance and the Zoning Map amendment proposed therein are in the best interest of the City in that it will allow for development of the property that conforms to the terms of the Tooele City Code; and,
3. the Tooele City Zoning Map is hereby amended removing the Sensitive Area Overlay from the subject property, according to the mapping attached as Exhibit A and staff report attached as Exhibit B.

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)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

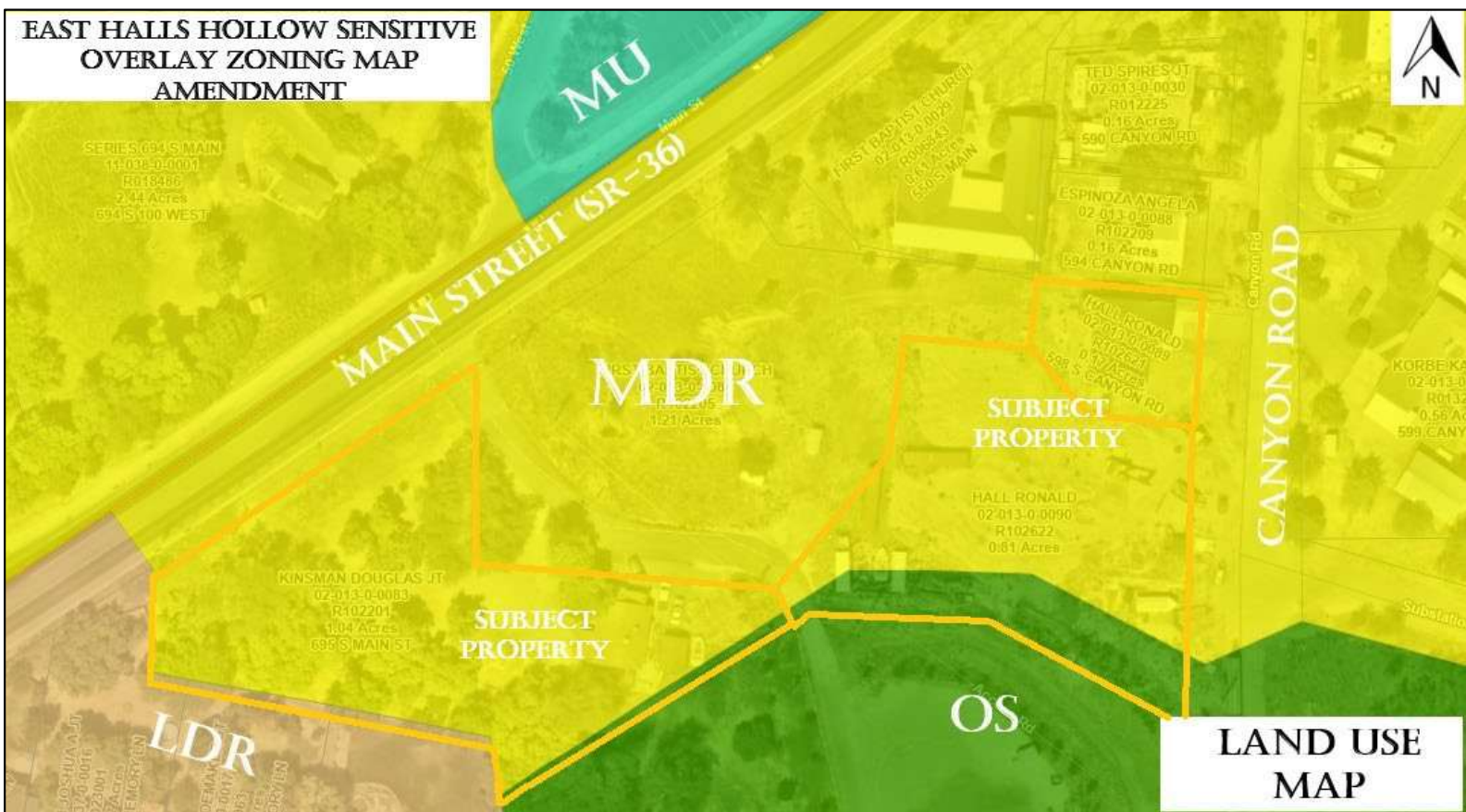
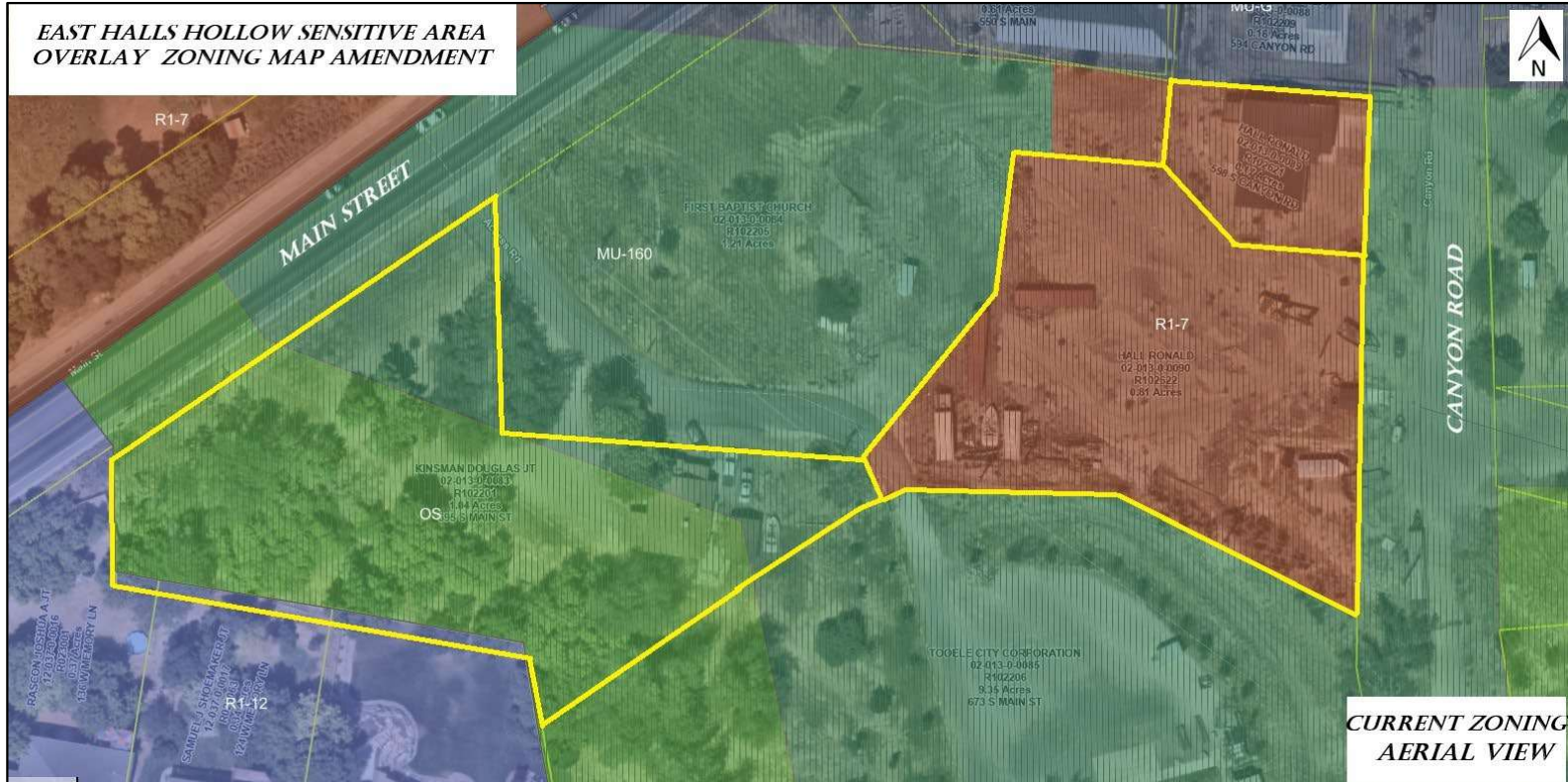
Matthew C. Johnson, City Attorney

EXHIBIT A

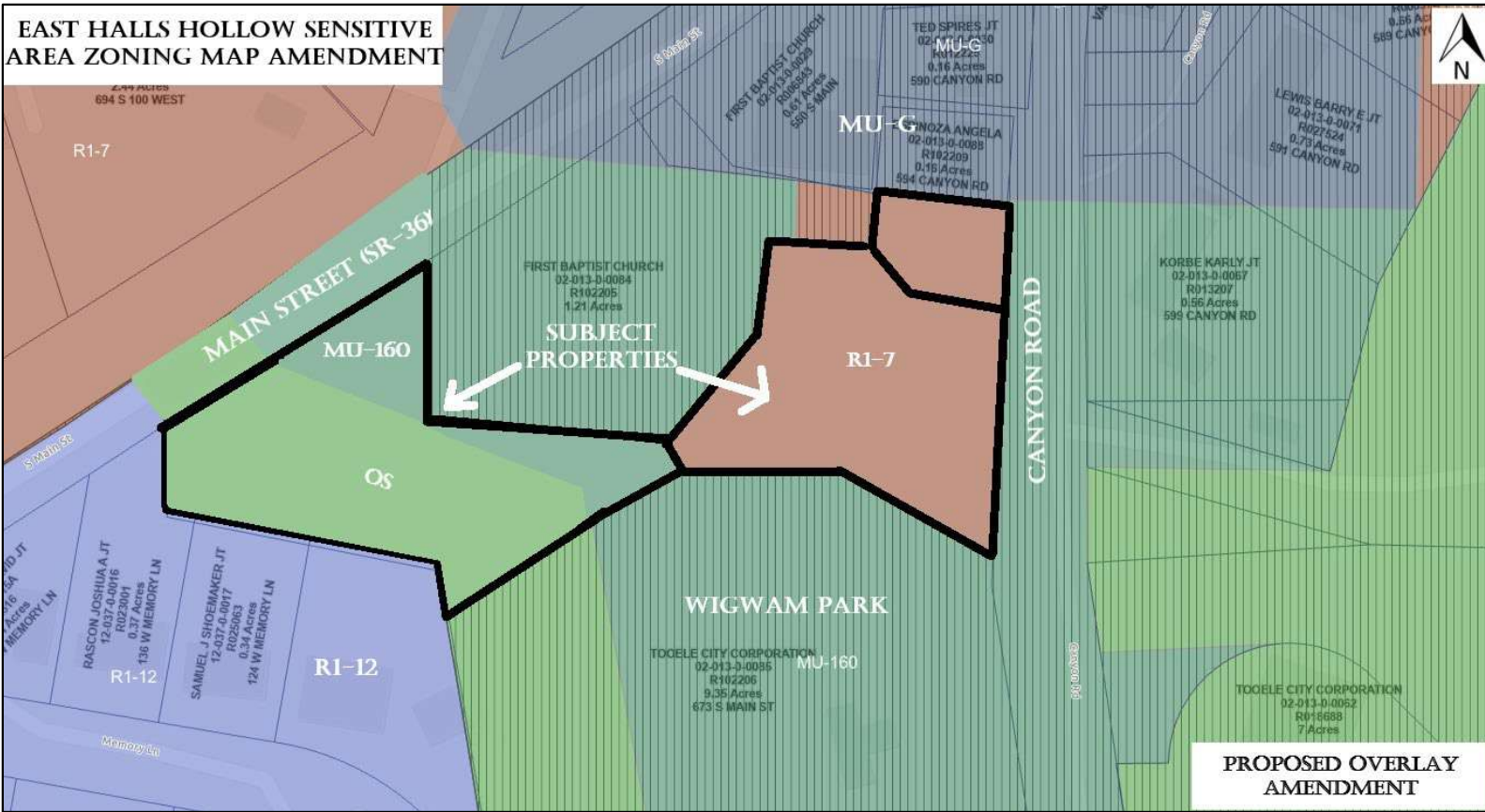
MAPPING PERTINENT TO THE ZONING MAP AMENDMENT

EXHIBIT A

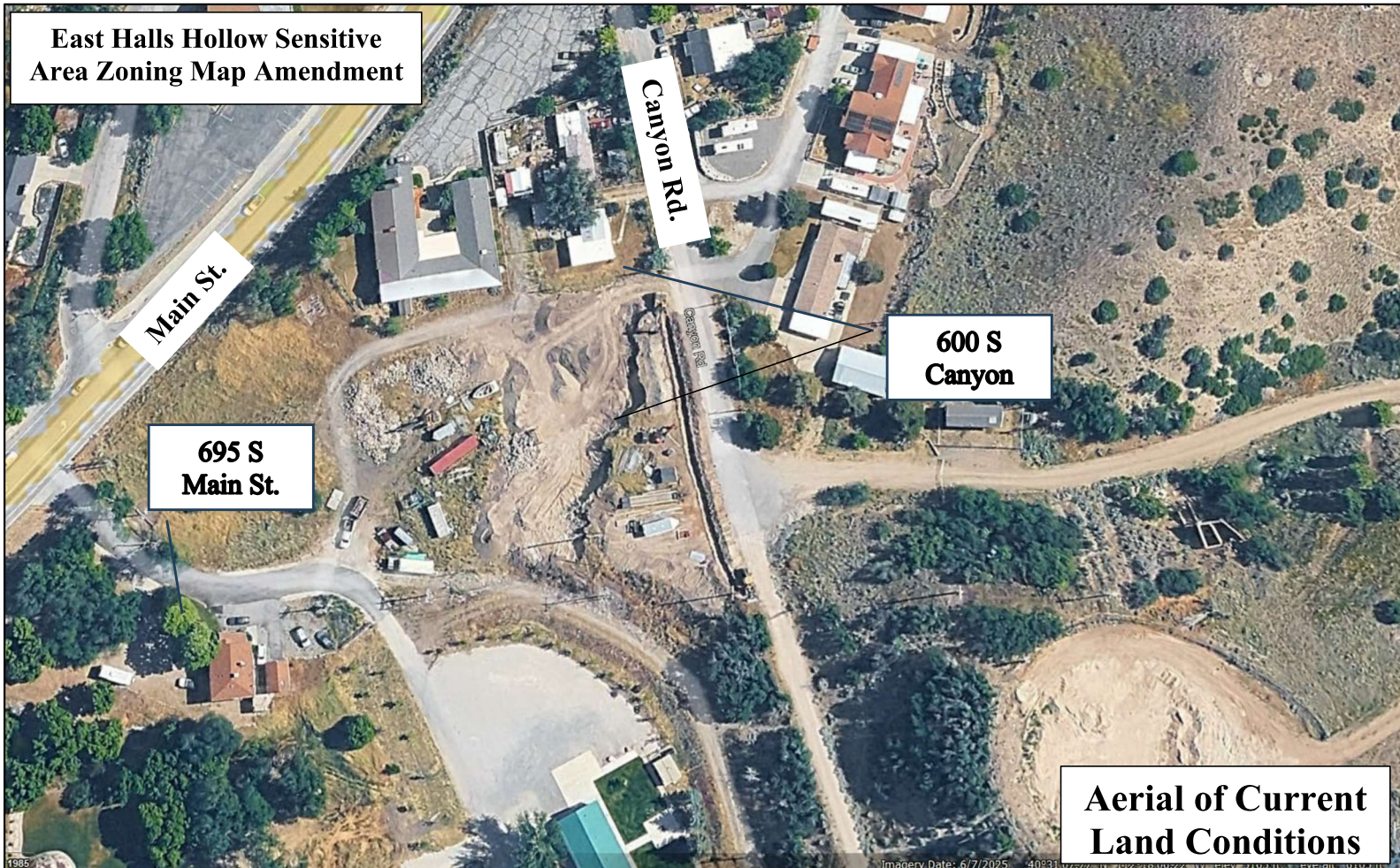
MAPPING PERTINENT TO THE EAST HALL'S HOLLOW ZONING MAP AMENDMENT



EAST HALLS HOLLOW SENSITIVE AREA ZONING MAP AMENDMENT



East Halls Hollow Sensitive Area Zoning Map Amendment



**Aerial of Current
Land Conditions**

EXHIBIT B

STAFF REPORT

STAFF REPORT

September 3, 2026

To: Tooele City Planning Commission
Business Date: September 9, 2026

From: Planning Division
Community Development Department

Prepared By: Anna Anglin, City Planner / Zoning Administrator

Re: East Hall's Hollow – Sensitive Area Overlay Map Amendment Request

Application No.: 2025068
Applicant: Ronald Hall & Douglas Kinsman
Project Location: Approximately 600 S Canyon Road & 695 S Main St.
Zoning: MU-160 Multiple Use Zone, Open Space & R1-7 Residential
Acreage: 2.02 Acres (Approximately 87,991 ft²)
Request: Request for a Zoning Map Amendment to remove the Sensitive Area Overlay from three parcels located at approximately 695 South Main Street and 598 South Canyon Road on a combined total of 2.02 acres located in the Open Space & MU-160 Multiple Use Zones and the R1-7 Residential zoning district.

DECISION-MAKING AUTHORITY

A Zoning Map Amendment is a legislative decision. The Planning Commission's role is to review the proposed amendment, consider the applicable provisions and criteria of the Tooele City Code and General Plan, receive public input as required, and forward a recommendation to the City Council. The Planning Commission is not the final decision-making body for a Zoning Map Amendment. The City Council is the final decision-maker and has the authority to approve, deny, or otherwise act upon the proposed amendment. The Commission's recommendation should be based on the applicable General Plan, City Code, and other relevant planning considerations.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 2.02 acres located at approximately 600 South Canyon Road and 695 South Main Street. The property located at 695 S. Main Street currently bears two zoning designations. The majority of the property is zoned Open Space, with a minor portion of the property bearing the MU-160 Multiple Use zoning designation. The properties located at approximately 600 South Canyon Road are entirely within the R1-7 Residential zoning district.

The applicants are requesting approval of a Zoning Map Amendment to remove the Sensitive Area Overlay from all three parcels. The property located off Main Street shares a driveway easement that is used to access Wigwam Park. All three parcels are currently located within the Sensitive Area Overlay.

ANALYSIS

General Plan and Land Use Map. The General Plan Land Use Map designates the subject properties for Medium Density Residential (MDR) land use, which supports residential development at the subject location. In addition, the *Land Use Goals and Objectives of the General Plan*, specifically Goal #8 encourages the sensitive integration of land uses into the surrounding physical and natural environment. The strategies associated with this goal encourage appropriate land use transitions, the placement of less intensive land uses within environmentally sensitive areas, and the incorporation of open space, mobility, and drainage networks while protecting natural systems.

A proposed single-family residential development is a relatively low-intensity use and is consistent with the MDR land use designation. However, consistency with Goal #8 also requires that future development appropriately address the site's physical and environmental constraints. Removal of the Sensitive Area Overlay should not eliminate the City's ability to require appropriate engineering, geotechnical, drainage, grading, access, and other development-related measures through the subdivision and development review processes.

Sensitive Area Overlay. The properties are currently located within the Sensitive Area Overlay. The Sensitive Area Overlay is established and regulated under Tooele City Code Chapter 7-12. The overlay does not prohibit residential development; however, it establishes specific requirements related to slopes, cut and fill, roads, and other aspects of development that may be affected by slope and geologic conditions not normally encountered in flatter areas of the City. The requirements of the Sensitive Area Overlay are addressed during the subdivision and development review processes.

R1-7 Residential Zone. The R1-7 zoning district permits single-family and two-family residential uses, including Accessory Dwelling Units. The typical minimum lot size in this zone is 7,000 square feet, with no maximum lot size. Commercial uses are generally limited to home occupations, where the commercial activity must remain secondary or ancillary to the primary residential use.

MU-160 Multiple Use Zone. The MU-160 zoning district is generally considered a holding zone and is typically applied to properties that are sensitive due to slope, geologic conditions, or other development constraints. The MU-160 zoning district permits residential development but requires each residential dwelling to be located on a minimum 160-acre lot.

Open Space Zone. The Open Space zoning district is intended for undeveloped open space areas that are not used for residential, industrial, or commercial purposes. Uses allowed through a Conditional Use Permit include conservation areas, parks, recreation, cemeteries, and other similar public services.

Subject Property in the R1-7 Zone. The properties facing Canyon Road (Parcel Numbers #02-013-0-0090 and #02-013-0-0089) are within the R1-7 Residential zoning district, which is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. The R1-7 zoning district allows a density of approximately six units per acre. All surrounding properties are also located within the Sensitive Area Overlay.

Adjacent properties to the north are also zoned R1-7 Residential. Properties to the west and east are zoned MU-160 and Open Space, including the third property that is part of this application (Parcel #02-013-0-0083). Properties to the south are zoned MU-160, with the current use being Wigwam Park.

The smaller 0.17-acre parcel fronting on Canyon Road has been developed with a single-family residence. The larger 0.81-acre parcel has an application submitted for a two lot and possibly four-lot subdivision.

One of the purposes of the requested Sensitive Area Overlay removal is to facilitate the proposed subdivision. The applicant has indicated that removal of the Sensitive Area Overlay is necessary to facilitate the proposed subdivision. The development standards associated with the Sensitive Area Overlay may affect the feasibility and configuration of the proposed subdivision.

The property also contains areas with slopes greater than 30 percent. The Sensitive Area Overlay requires larger lots based on the percentage of slope. These requirements are identified in Section 7-12-4(1) of the Tooele City Code. In addition, the Sensitive Area Overlay requires a 20-foot setback from areas with slopes of this amount pursuant to Section 7-12-6(3)(a).

Development within the Sensitive Area Overlay also requires a geotechnical report and slope analysis identifying areas with slopes greater than 30 percent. The larger subject property has also undergone a significant amount of excavation without the required permits. According to the City Engineer, engineered footings and foundations will act as retaining walls once the property is developed.

As a condition of approval, Planning Staff recommends that any geotechnical report, slope analysis, or other related engineering studies identified as necessary by the Development Review Committee (DRC) be required prior to development of the property. See Attachment B for comments from the most recent review of the minor subdivision application.

Subject Property in the OS and MU-160 Zones. The third parcel (Parcel Number 02-013-0-0083) is primarily designated Open Space, with a portion designated MU-160. The property is currently located within the Sensitive Area Overlay and is adjacent to properties subject to the Sensitive Area Overlay along its west and south sides. Properties to the north are within the MU-160 zoning district, and the adjacent property to the east includes property within the R1-7 zoning district. These properties are also subject to the Sensitive Area Overlay. Properties to the south are within the R1-12 Residential zoning district, and properties to the west, across Main Street, are within the R1-7 zoning district. These areas are outside the Sensitive Area Overlay.

The current use of the subject property is a single-family residence. The Open Space zoning district is not intended to accommodate long-term residential uses. The property also contains areas of floodplain, and any future development will be required to address applicable floodplain requirements through the Development Review process.

The General Plan Land Use Map designates the subject property for Medium Density Residential use. However, the General Plan Land Use Map and the Zoning Map serve different purposes. The Land Use Map identifies the City's intended future land use for the property, while the Zoning Map establishes the property's current development regulations. Therefore, the Medium Density Residential land use designation does not change or supersede the property's existing Open Space and MU-160 zoning designations. The existing single-family residential use is legally nonconforming with respect to the property's underlying zoning.

The property does not meet the minimum lot size or setback requirements applicable to either the MU-160 or Open Space zoning districts. As a result, the property is legally nonconforming with respect to its underlying zoning. Removal of the Sensitive Area Overlay would not change the underlying Open Space or MU-160 zoning designations and, therefore, would not eliminate or otherwise alter the property's existing nonconforming status.

Criteria For Approval. The criteria for review and potential approval of a Zoning Map Amendment request are found in Section 7-1A-7 of the Tooele City Code. This section establishes the standard of review for such requests as follows:

(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 vis-à-vis 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 its review of the Zoning Map Amendment application and has issued the following comments:

1. The Sensitive Area Overlay primarily establishes development standards related to access, slopes, cut and fill, and other development considerations. These issues will be required to be reviewed and addressed during the subdivision and development review processes as a condition of approval.
2. The subject property off Canyon Road contains areas with slopes greater than 30 percent and has undergone a significant amount of excavation without the required permits. This excavation may have affected the stability of the ground and will need to be evaluated as part of the future development review process.

Engineering and Public Works Division Review. The Tooele City Engineering and Public Works Divisions do not typically review legislative items such as Zoning Map Amendments. However, because this map amendment involves property that is currently under subdivision review, Engineering and Public Works have been involved in reviewing development-related issues associated with the property.

Tooele City Fire Department Review. The Tooele City Fire Department does not typically review legislative items such as Zoning Map Amendments. However, because this map amendment involves property that is currently under subdivision review, the Fire Department may review applicable fire access and development requirements as part of the subdivision and development review processes.

Noticing. The applicant has expressed their desire to remove the subject properties from the Sensitive Area Overlay and desires to 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. As of the date this staff report was written no comments have been received by Staff.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission carefully consider this request for a Zoning Map Amendment pursuant to the applicable provisions of Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1), and forward a recommendation to the City Council based on specific findings addressing the applicable approval criteria.

Potential topics for findings that the Commission should consider in rendering its recommendation include:

1. The effect the proposed amendment may have on the character of the surrounding area.
2. The degree to which the proposed amendment is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed amendment is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the subject properties for the uses identified by the General Plan and allowed under the underlying zoning designations.
6. The degree to which the proposed amendment may affect the health, safety, and general welfare of the public or the residents of adjacent properties.
7. The degree to which the proposed amendment may affect the general aesthetic and physical development of the area.
8. The degree to which the proposed amendment may affect the uses or potential uses of adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate as a basis for its recommendation.

If the Planning Commission determines that a positive recommendation is appropriate, Staff recommends consideration of the following findings:

1. The proposed removal of the Sensitive Area Overlay does not conflict with the Medium Density Residential (MDR) designation shown on the Tooele City General Plan Land Use Map.
2. Removal of the Sensitive Area Overlay does not change the underlying zoning designations of the subject properties.
3. The development standards associated with slopes, geotechnical conditions, access, drainage, floodplain, and other site-specific conditions will continue to be addressed through applicable subdivision, engineering, building, and development review processes.
4. Future development of the subject properties will be required to comply with all applicable provisions of the Tooele City Code and other applicable regulations.
5. The proposed amendment is not anticipated to adversely affect the health, safety, or general welfare of the public or the residents of adjacent properties, provided that future development complies with applicable development requirements.

6. The proposed amendment may provide a community benefit by allowing future development to be evaluated under the applicable underlying zoning and general development standards while continuing to address site-specific engineering and development requirements through the City's development review process.

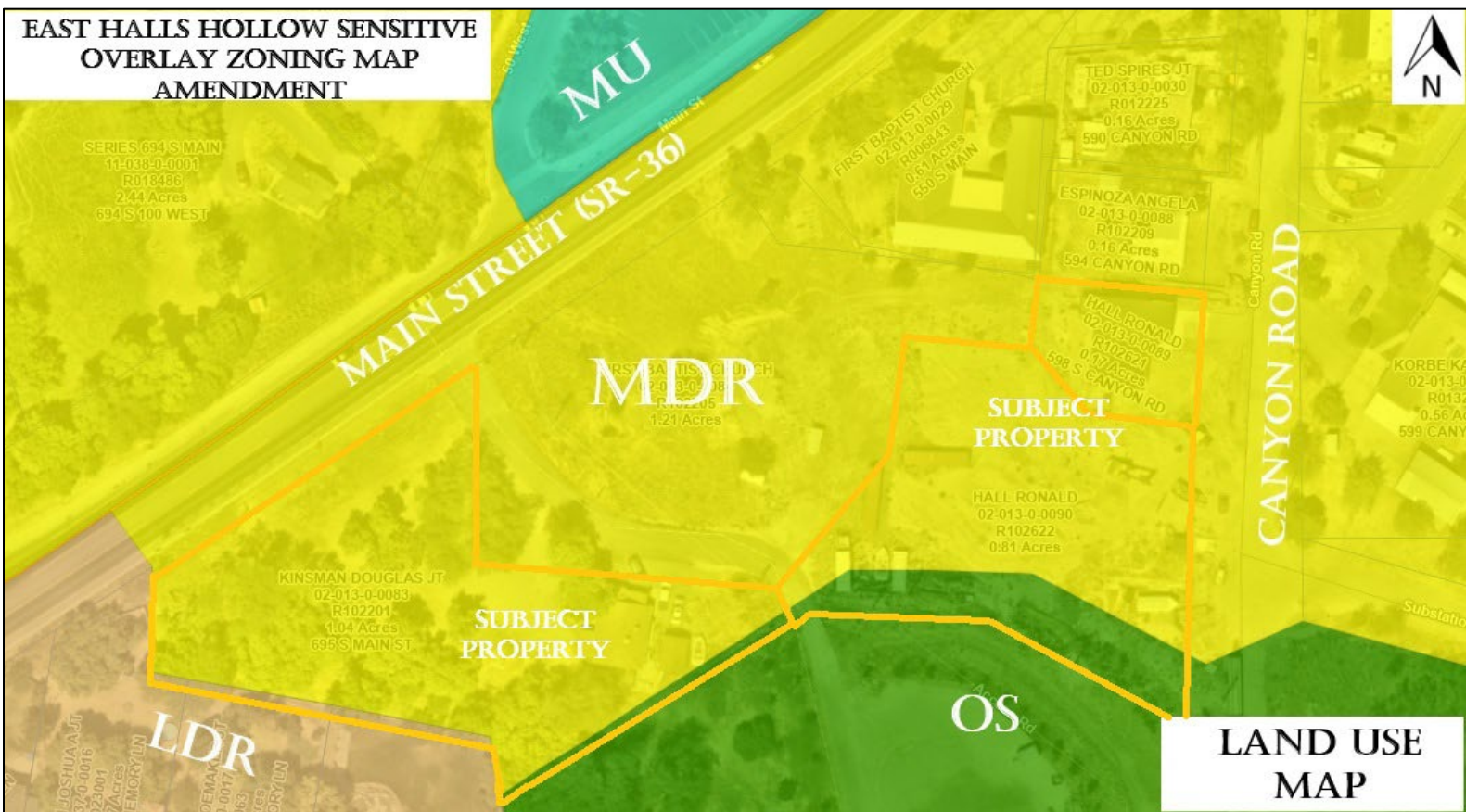
MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the East Hall's Hollow Zoning Map Amendment Request by Ronald Hall and Douglas Kinsman to remove the sensitive Area Overlay from the subject properties, application number 2026068, based on the findings listed in the Staff Report dated September 3, 2026:”

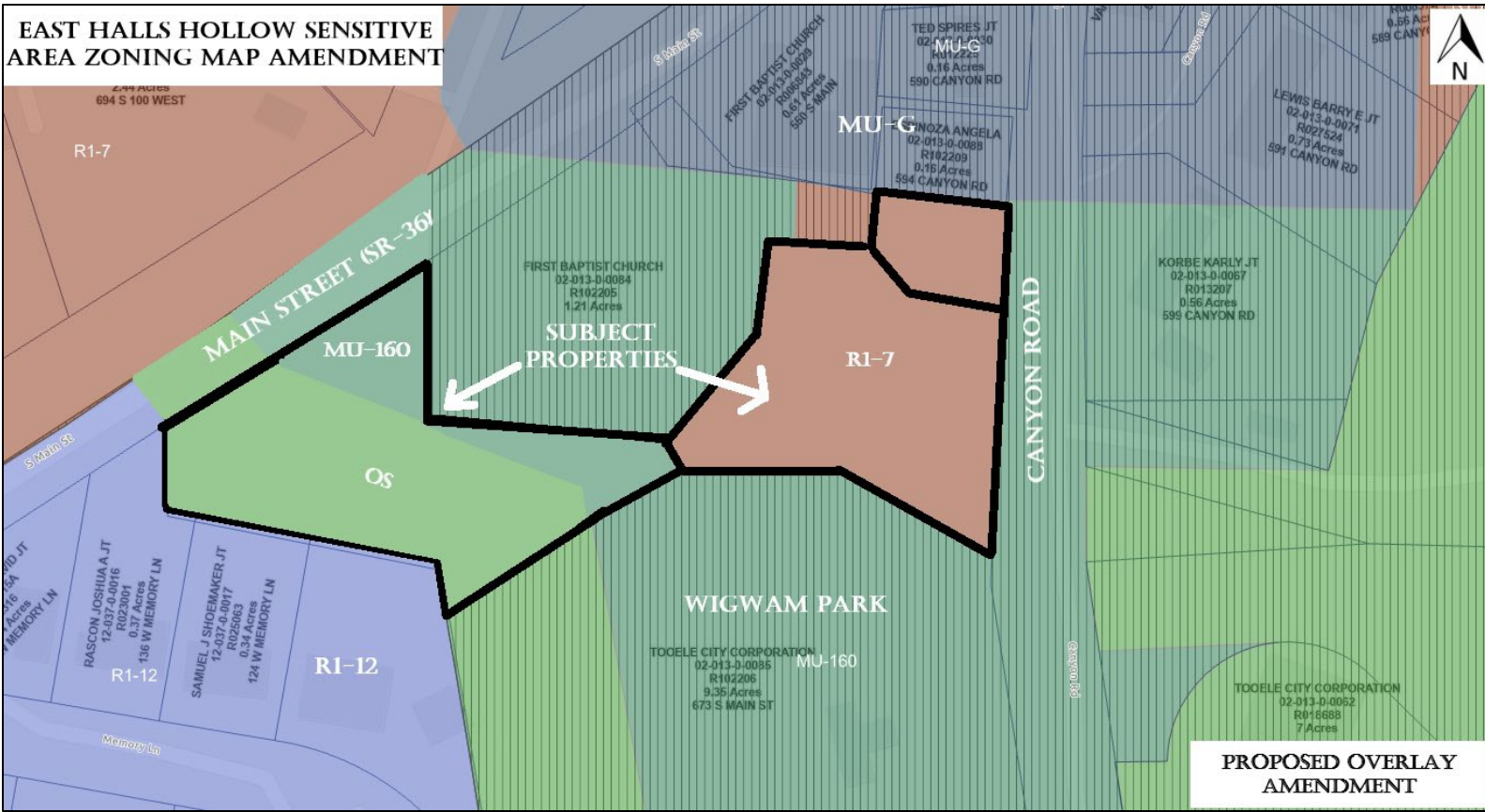
1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the East Hall's Hollow Zoning Map Amendment Request by Ronald Hall and Douglas Kinsman to remove the sensitive Area Overlay from the subject properties, application number 2026068, based on the following findings:”

1. List findings...

[illegible]

EAST HALLS HOLLOW SENSITIVE AREA ZONING MAP AMENDMENT



East Halls Hollow Sensitive Area Zoning Map Amendment



**Aerial of Current
Land Conditions**

EXHIBIT B

DRC REVIEW AND COMMENTS ON PROPOSED SUBDIVISION

EAST HALLS HOLLOW MINOR SUBDIVISION

FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH

TOOELE CITY DEVELOPMENT REVIEW

Submittal # **3** 04/29/2026

Revisions
N Farrer

Public Works Director
5/8/2026

Revisions
P Hansen

City Engineer
05/07/2026

REVISIONS

ANNA ANGLIN
TOOELE CITY PLANNER

05/12/2026

REVISIONS

N Wall
Fire Marshal

05/07/2026

PLEASE PROVIDE INFORMATION ON THE SOURCE OF WATER RIGHTS
FOR THIS DEVELOPMENT, AS REQUIRED BY TOOELE CITY CODE, AS
WELL AS BONDING COST INFORMATION FOR PUBLIC
IMPROVEMENTS

This parcel is in the sensitive area
overlay zone and needs to meet the
requirements of the overlay district.
Creating this lot will create a new
nonconforming lot without street
frontage or accessibility. A possibility
is to have a flag lot if it meets
7-12-6(2) of the TCC.

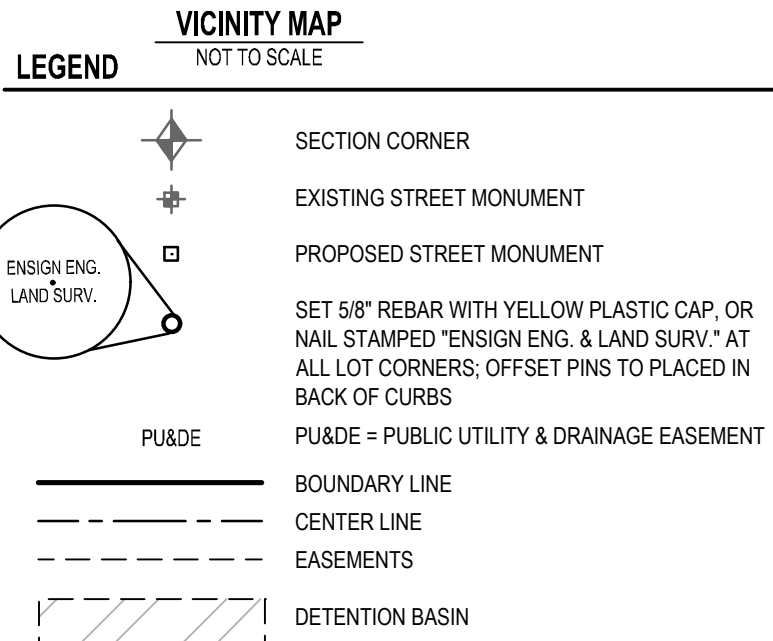
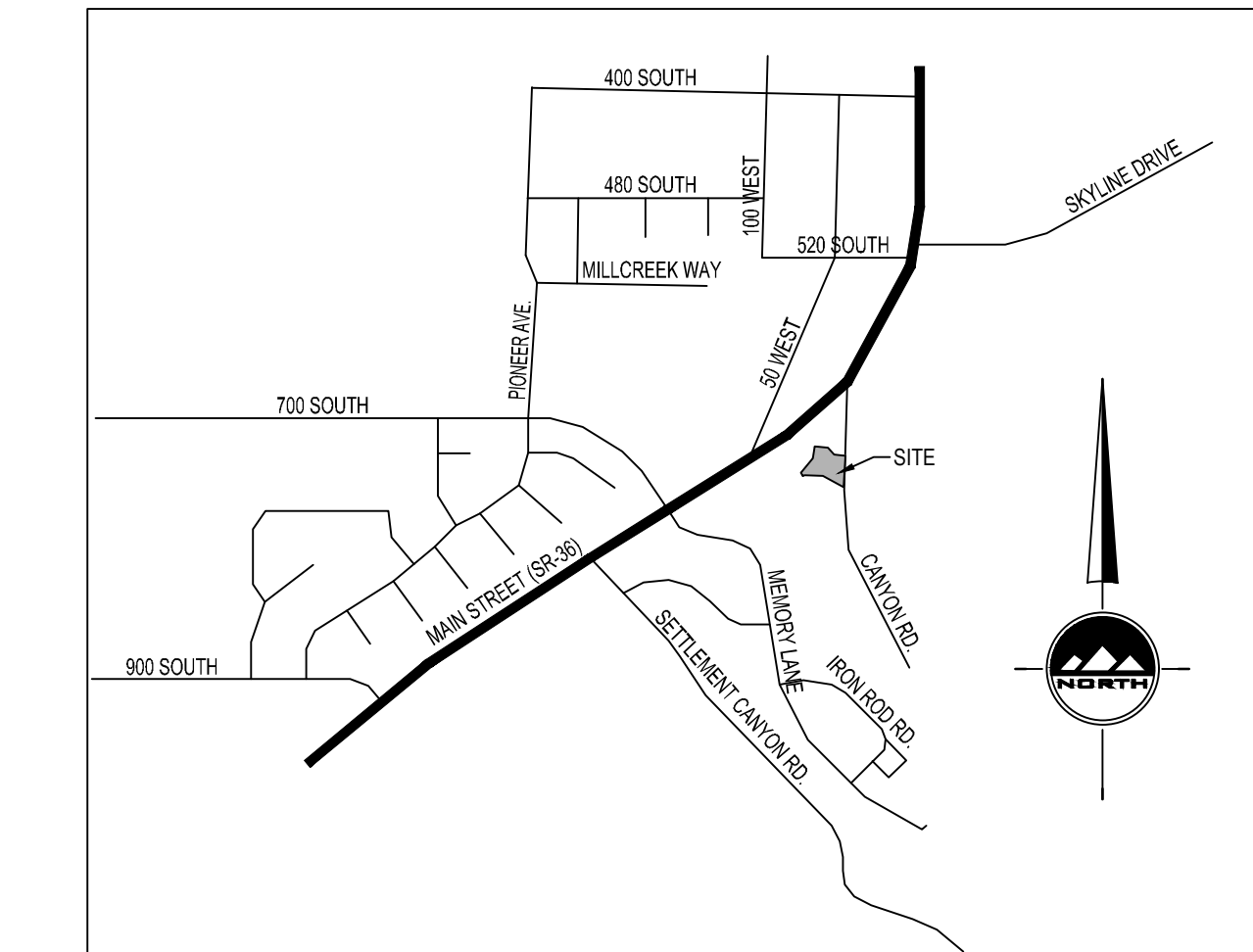
This parcel does not meet requirements
found in 7-19-20(4) *All lots shall abut on
an adequate public or private access, as
approved by the City Engineer, Public
Works Director, or Community
Development Director.* Please provide
documentation of this lot having access
rights on any dedicated easement.

In some circumstances, a remnant parcel
can be left that could qualify as an open
space or nondevelopable parcel,
however, a defined maintenance plan is
required to be set in place for it.

7-12-5. Density and lot size; basement cuts and fills.
Lots within the Sensitive Area Overlay Zone shall
comply with the following minimum requirements:

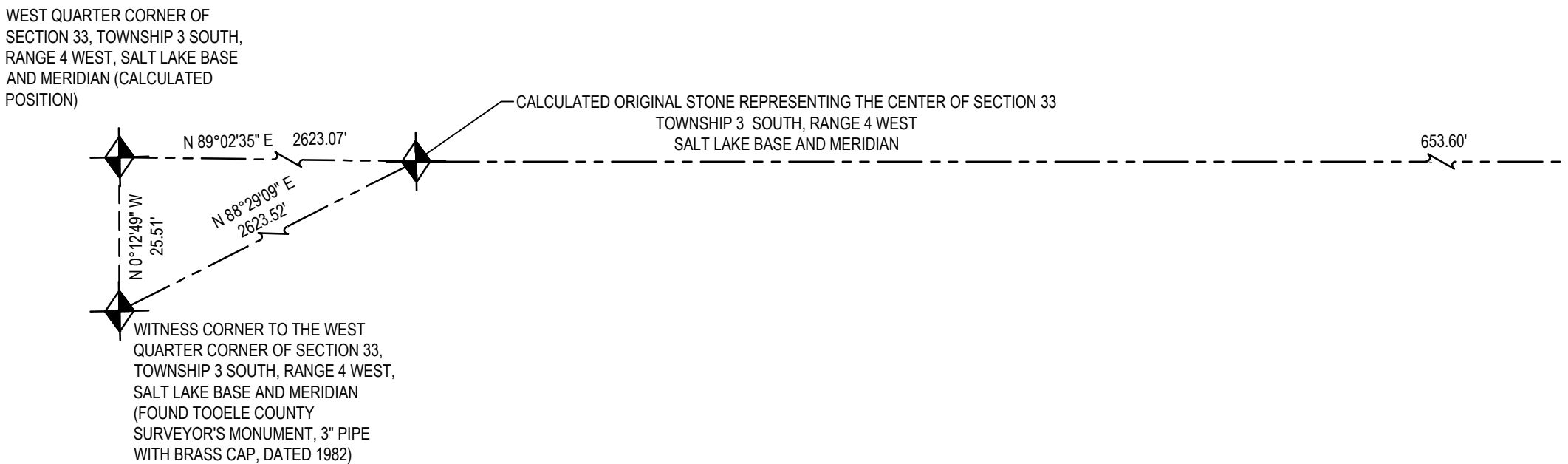
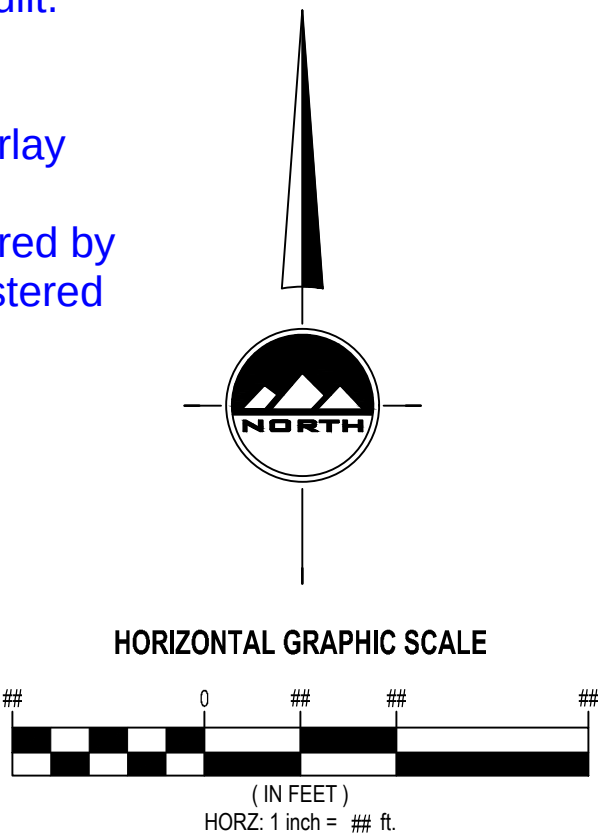
(1) Minimum lot size. Each lot or parcel of land
shall abut a public street for the minimum distances
identified (in the base zoning district). In the R1-7 zone the
minimum lot width is 35' at front property line.

The proposed lot configuration will not meet this requirement.
The proposed subdivision is creating a land lock parcel and
does not meet overlay requirements.



7-12-5(2) A slope analysis
identifying all areas of the property
with slopes greater than 30% is
required. These areas a
undevelopable. The subdivision
must show there is enough area for
a single-family home to be built.
Minimum 5,000 square feet.

In addition, the sensitive overlay
zone requires a grading and
drainage plan shall be prepared
by a professional engineer registered
in the state.



ROCKY MOUNTAIN POWER COMPANY 1. PURSUANT TO UTAH CODE ANN. § 54-3-37 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN. 2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER: (1) A RECORDED EASEMENT OR RIGHT-OF-WAY (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR (4) ANY OTHER PROVISION OF LAW. APPROVED THIS _____ DAY OF _____, 20____ ROCKY MOUNTAIN POWER BY - _____ TITLE - _____	ENBRIDGE GAS ENBRIDGE GAS UTAH - NOTE: QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT; AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE. APPROVED THIS _____ DAY OF _____, 20____ QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH BY - _____ TITLE - _____
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LAND USE AUTHORITY APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE CITY LAND USE AUTHORITY. _____ TOOELE CITY PUBLIC WORKS DIRECTOR _____ TOOELE CITY ENGINEER _____ TOOELE CITY COMMUNITY DEVELOPMENT DIRECTOR

CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ _____ TOOELE CITY ATTORNEY	COMMUNITY DEVELOPMENT APPROVAL APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____ _____ TOOELE CITY COMMUNITY DEVELOPMENT	COUNTY SURVEY DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2023-0051 _____ TOOELE COUNTY SURVEY DIRECTOR	COUNTY TREASURER APPROVAL APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY TREASURER. _____ TOOELE COUNTY TREASURER	COUNTY HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY HEALTH DEPARTMENT. _____ TOOELE COUNTY HEALTH DEPARTMENT
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SURVEYOR'S CERTIFICATE I, <u>Douglas J Kinsman</u> , do hereby certify that I am a Professional Land Surveyor, and that I hold license No. <u>334575</u> in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-13-504, have verified all measurements, and have subdivided said tract of land into a lot, together with easements, hereafter to be known as <u>EAST HALLS HOLLOW MINOR SUBDIVISION</u> , and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that the lot meets frontage width and area requirements of the applicable zoning ordinances.	
BOUNDARY DESCRIPTION A parcel of land, situate in the Northeast Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows: Beginning at a point on the Westerly right-of-way line of Canyon Road, said point being located South 89°11'48" West 2011.76 feet along the Quarter Section line and North 0°48'12" West 1046.86 feet from the found Dependent Resurvey monument representing the East Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence South 2°24'47" West 182.15 feet along said Westerly right-of-way line; thence North 61°58'12" West 103.14 feet to a point on an existing fence line; thence North 2°24'47" East 171.89 feet; thence South 41°06'14" East 40.28 feet; thence South 83°06'18" East 65.47 feet to said Westerly line of Canyon Road and Point of Beginning. Contains 15,581 square feet or 0.36 acres.	
OWNER'S DEDICATION AND CONSENT TO RECORD Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as EAST HALLS HOLLOW MINOR SUBDIVISION FINAL PLAT The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon. In witness whereof I / we have hereunto set my / our hand this _____ day of _____ A.D., 20____ By: Ronald Hall, Owner	
INDIVIDUAL ACKNOWLEDGMENT STATE OF UTAH County of Tooele J.S.S. On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned. MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.	
EAST HALLS HOLLOW MINOR SUBDIVISION FINAL PLAT	
LOCATED IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, TOOELE CITY, TOOELE COUNTY, UTAH	
 SANDY Phone: 801.255.0529 LAYTON Phone: 801.547.1100 CEDAR CITY Phone: 435.865.1453 RICHHOLD Phone: 435.896.2893	TOOELE 3950 N Tealby Way, Ste 200 Erd, UT 84074 Phone: 435.843.3590 WWW.ENSIGNENG.COM SHEET 1 OF 1 PROJECT NUMBER: T1444F MANAGER: D. KINSMAN DRAWN BY: M. SANDOVAL CHECKED BY: D. KINSMAN DATE: 4/23/2026
TOOELE COUNTY RECORDER RECORDED # _____ STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: _____ DATE: _____ TIME: _____ FEES _____ TOOELE COUNTY RECORDER	

811

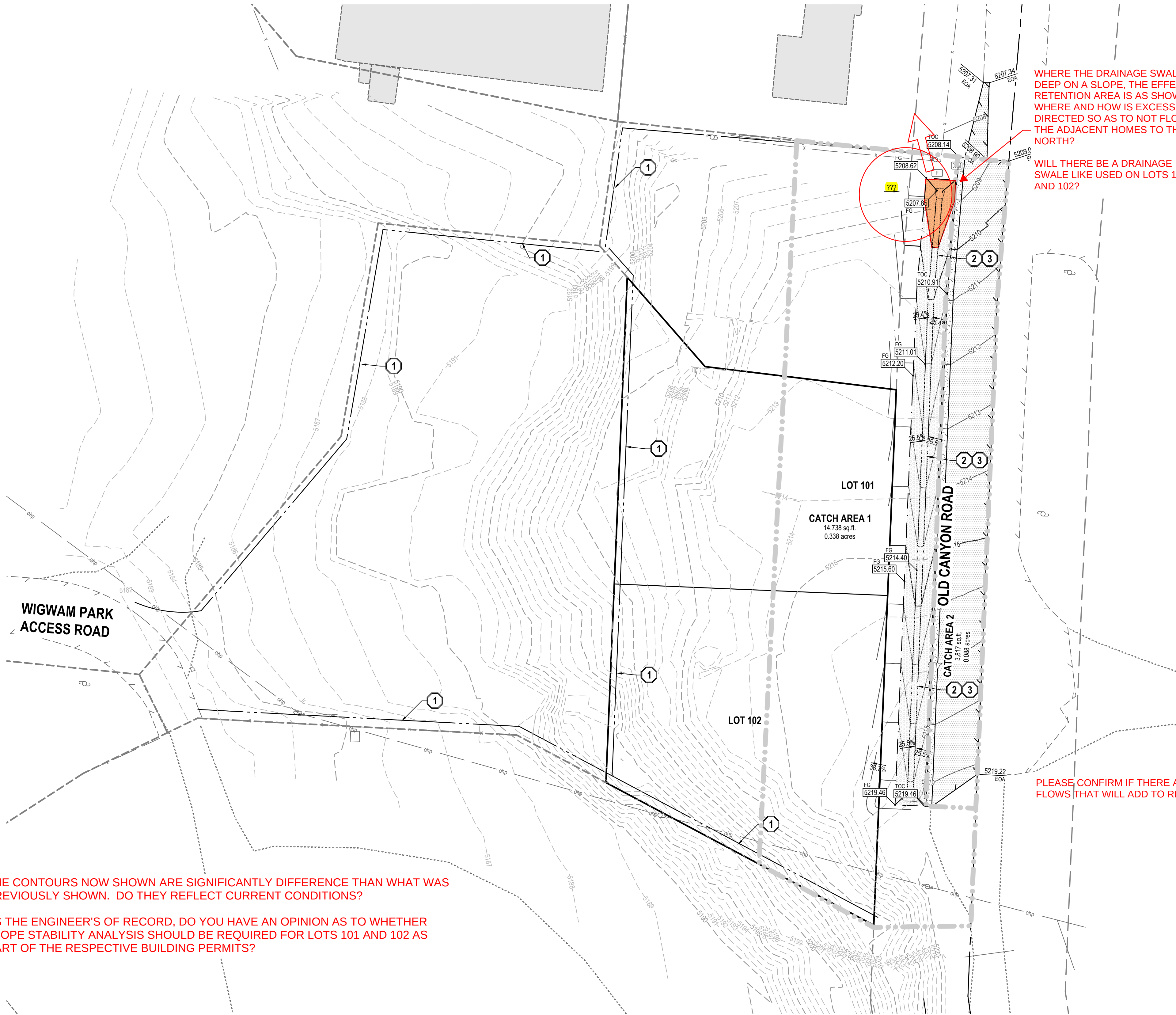
Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WITNESS CORNER OF THE WEST QUARTER OF
SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4
WEST SALT LAKE BASE AND MERIDIAN

ELEV = 5137.25'



THE CONTOURS NOW SHOWN ARE SIGNIFICANTLY DIFFERENCE THAN WHAT WAS PREVIOUSLY SHOWN. DO THEY REFLECT CURRENT CONDITIONS?

AS THE ENGINEER'S OF RECORD, DO YOU HAVE AN OPINION AS TO WHETHER SLOPE STABILITY ANALYSIS SHOULD BE REQUIRED FOR LOTS 101 AND 102 AS PART OF THE RESPECTIVE BUILDING PERMITS?

WHERE THE DRAINAGE SWALE IS 1' DEEP ON A SLOPE, THE EFFECTIVE RETENTION AREA IS AS SHOWN. WHERE AND HOW IS EXCESS FLOW DIRECTED SO AS TO NOT FLOOD THE ADJACENT HOMES TO THE NORTH?

WILL THERE BE A DRAINAGE SWALE LIKE USED ON LOTS 101 AND 102?

PLEASE CONFIRM IF THERE ARE ADDITIONAL TRIBUTARY OFF-SITE FLOWS THAT WILL ADD TO RETENTION VOLUME

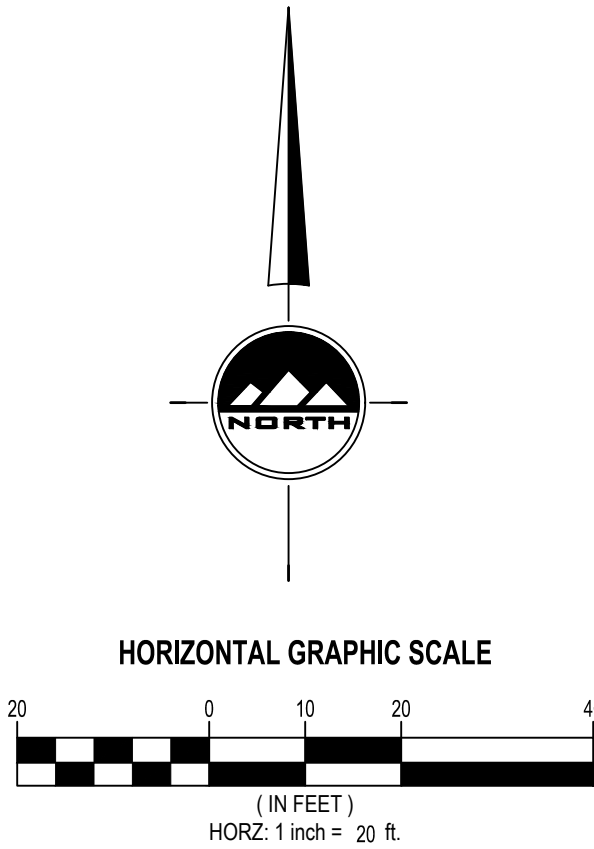
GENERAL NOTES

- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 - ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
 - THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
 - ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 48XX.XX ON THESE PLANS.
 - LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
 - SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 - ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
 - ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
 - THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 - NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
 - THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
 - DETAIL SITE GRADING AND EROSION CONTROL PLAN WILL BE REQUIRED ON EACH LOT AS PART OF THE BUILDING PERMITS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- BACKYARD DRAINAGE SWALE PER DETAIL 10/C-600.
- PARKSTRIP DRAINAGE SWALE PER DETAIL 1/C-600.
- INSTALL DRIVEWAY APPROACH PER DETAIL 11/C-600.



EN SIGN

THE STANDARD IN ENGINEERING

TOOELE

3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY

Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

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FOR:
RON HALL
176 HERITAGE DRIVE
TOOELE, UTAH 84074

CONTACT:
RON HALL
PHONE: 801-830-9507

EAST HALLS HOLLOW
MINOR SUBDIVISION
OLD CANYON ROAD
TOOELE CITY, UTAH



GRADING PLAN

PROJECT NUMBER
T1444N
PROJECT MANAGER
C. CHILD
PRINT DATE
2026-04-27
DESIGNED BY
C. CHILD

C-300

		Project: HALLS HOLLOW MINOR SUBDIVISION		Project No.: T1444N	
		By: C. CHILD		Checked By: J. CLEGG	
		Date: 2026-04-22			
RETENTION CALCULATION					
AREA CALCULATION					
Hardscape Area:		0.13 acres	Runoff Coeff. C :	0.90	
Landscape/Native Area:		0.34 acres	Runoff Coeff. C :	0.20	
Offsite Area:		0.00 acres	Runoff Coeff. C :	0.75	
Total Area:		0.47 acres	Weighted C :	0.40	
RUNOFF CALCULATION					
100 Year Design Storm					
Infiltration rate for Perc Test 60 in/hr:		15 in/hr - SF of 4			
Total Infiltration Area:		3600 ft²			
Total Infiltration / Allowable Runoff:		1,250 cfs			
Time (min)	CA (Acres)	Precipitation (in/hr)	Time (sec)	Cumulative Runoff (ft³)	Allowed Runoff (ft³)
5	0.19	6.60	300	372	375
10	0.19	5.02	600	567	750
15	0.19	4.15	900	703	1,125
30	0.19	2.79	1,800	945	2,250
60	0.19	1.73	3,600	1,172	4,500
120	0.19	0.95	7,200	1,292	9,000
180	0.19	0.65	10,800	1,323	13,500
360	0.19	0.36	21,600	1,446	27,000
720	0.19	0.21	43,200	1,723	54,000
1440	0.19	0.13	86,400	2,129	108,000
				Storage Required:	0
				Storage Provided:	835

SUMP DESIGN	
Sump volume = ((sump area)x(sump depth)x(void ratio))/(safety factor)	STORAGE REQUIRED : -
Void Ratio = 0.40	STORAGE PROVIDED : 835
Safety Factor = 1.5	
Construct (3) 66.00' x 2' x 3' deep gravel sumps	

THESE QUESTIONS REMAIN

WHERE THIS IS FOR THE FRONT DRAINAGE SWALES, PLEASE PROVIDE DETAIL AS TO WHAT THE TRIBUTARY FLOW AREA IS THAT IS ASSUMED.

HOW WILL LOT DRAINAGE BE ADDRESSED TO PREVENT FLOODING OF THE LOWER HOMES FROM THE UPHILL PROPERTIES?

1/27/26, 3:51 PM

51 PM

Precipitation Frequency Data Server

NOAA Atlas 14, Volume 1, Version 5

Location name: Tooele, Utah, USA*

Latitude: 40.5176° Longitude: -112.3006°

Elevation: 5192 ft*

* source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kazungu Mutana, Deborah Martin, Sandra Prevorsek, Ishant Roy, Carl Toppala, Dana Ulrich, Fenglin Yan, Michael Yelka, Tai Zhao, Geoffrey Bomm, Daniel Brewer, Li-Chuan Chen, Tye Pierzybok, John Yarbrough

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches/hour)¹

Duration	1	2	5	10	25	50	100	200	500	1000
5-min	1.58 (1.38-1.82)	2.00 (1.76-2.33)	2.76 (2.40-3.19)	3.43 (2.96-3.97)	4.49 (3.78-5.23)	5.46 (4.69-6.41)	6.60 (5.27-8.84)	7.92 (6.12-9.98)	10.0 (7.34-12.4)	12.0 (8.42-15.1)
10-min	1.20 (1.05-1.39)	1.53 (1.34-1.77)	2.10 (1.83-2.42)	2.61 (2.28-3.02)	3.42 (2.89-3.98)	4.15 (3.42-4.88)	5.02 (4.01-5.96)	6.03 (4.65-7.28)	7.64 (5.60-9.45)	9.12 (6.41-11.5)
15-min	0.992 (0.868-1.15)	1.26 (1.11-1.48)	1.73 (1.51-2.00)	2.16 (1.86-2.50)	2.63 (2.29-3.29)	3.43 (2.83-4.03)	4.15 (3.32-4.92)	4.98 (3.84-6.02)	6.31 (4.63-7.81)	7.54 (5.30-9.53)
30-min	0.670 (0.544-0.772)	0.850 (0.745-0.964)	1.17 (1.02-1.35)	1.45 (1.25-1.68)	1.90 (1.61-2.22)	2.31 (1.92-2.71)	2.79 (2.23-3.32)	3.35 (2.54-4.05)	4.25 (3.12-5.28)	5.08 (3.56-6.41)
60-min	0.414 (0.361-0.478)	0.526 (0.463-0.609)	0.722 (0.630-0.835)	0.900 (0.776-1.04)	1.18 (0.995-1.37)	1.43 (1.18-1.68)	1.73 (1.38-2.05)	2.08 (1.60-2.51)	2.63 (1.93-3.25)	3.14 (2.21-3.97)
2-hr	0.260 (0.235-0.293)	0.327 (0.294-0.369)	0.426 (0.385-0.482)	0.518 (0.469-0.589)	0.665 (0.576-0.757)	0.799 (0.676-0.917)	0.964 (0.794-1.11)	1.14 (0.931-1.35)	1.43 (1.08-1.74)	1.69 (1.22-2.11)
3-hr	0.201 (0.183-0.223)	0.248 (0.226-0.276)	0.314 (0.285-0.348)	0.372 (0.335-0.414)	0.466 (0.411-0.520)	0.549 (0.475-0.619)	0.650 (0.549-0.743)	0.770 (0.632-0.906)	0.965 (0.757-1.17)	1.14 (0.862-1.42)
12-hr	0.132 (0.122-0.144)	0.163 (0.155-0.177)	0.197 (0.192-0.214)	0.228 (0.215-0.248)	0.274 (0.248-0.298)	0.311 (0.278-0.343)	0.355 (0.312-0.398)	0.410 (0.352-0.463)	0.506 (0.423-0.589)	0.592 (0.482-0.718)
24-hr	0.094 (0.051-0.098)	0.067 (0.063-0.072)	0.081 (0.076-0.086)	0.092 (0.086-0.098)	0.107 (0.100-0.114)	0.119 (0.110-0.127)	0.130 (0.121-0.140)	0.142 (0.131-0.153)	0.158 (0.144-0.170)	0.170 (0.154-0.187)
2-day	0.030 (0.028-0.033)	0.037 (0.035-0.040)	0.045 (0.043-0.049)	0.052 (0.048-0.055)	0.061 (0.057-0.066)	0.068 (0.063-0.073)	0.076 (0.070-0.082)	0.084 (0.078-0.090)	0.094 (0.085-0.102)	0.102 (0.091-0.111)
3-day	0.022 (0.020-0.023)	0.027 (0.025-0.029)	0.033 (0.031-0.035)	0.038 (0.035-0.041)	0.045 (0.041-0.048)	0.056 (0.046-0.054)	0.066 (0.051-0.060)	0.077 (0.056-0.067)	0.088 (0.063-0.076)	0.097 (0.068-0.084)
4-day	0.017 (0.016-0.019)	0.022 (0.020-0.023)	0.026 (0.025-0.033)	0.031 (0.024-0.039)	0.038 (0.034-0.039)	0.041 (0.036-0.044)	0.046 (0.042-0.045)	0.051 (0.046-0.055)	0.058 (0.052-0.063)	0.064 (0.057-0.070)
7-day	0.012 (0.011-0.013)	0.014 (0.013-0.016)	0.018 (0.016-0.019)	0.020 (0.019-0.022)	0.024 (0.022-0.026)	0.027 (0.025-0.029)	0.030 (0.028-0.033)	0.033 (0.030-0.036)	0.037 (0.034-0.041)	0.041 (0.036-0.045)
10-day	0.009 (0.008-0.010)	0.011 (0.011-0.012)	0.014 (0.013-0.015)	0.016 (0.015-0.017)	0.018 (0.017-0.020)	0.021 (0.019-0.022)	0.023 (0.021-0.024)	0.025 (0.023-0.027)	0.028 (0.025-0.030)	0.030 (0.027-0.032)
20-day	0.006 (0.005-0.006)	0.007 (0.007-0.008)	0.009 (0.008-0.009)	0.010 (0.009-0.011)	0.012 (0.011-0.013)	0.013 (0.012-0.014)	0.014 (0.013-0.015)	0.015 (0.014-0.016)	0.017 (0.015-0.018)	0.018 (0.016-0.019)
30-day	0.005 (0.004-0.005)	0.006 (0.005-0.006)	0.007 (0.007-0.008)	0.008 (0.008-0.009)	0.009 (0.008-0.010)	0.010 (0.010-0.011)	0.011 (0.011-0.012)	0.012 (0.011-0.013)	0.014 (0.013-0.015)	0.015 (0.013-0.016)
45-day	0.004 (0.004-0.004)	0.005 (0.005-0.005)	0.006 (0.005-0.006)	0.007 (0.007-0.007)	0.008 (0.007-0.009)	0.008 (0.008-0.009)	0.009 (0.009-0.010)	0.009 (0.009-0.010)	0.010 (0.010-0.012)	0.010 (0.010-0.013)
60-day	0.003 (0.003-0.004)	0.004 (0.004-0.005)	0.005 (0.005-0.006)	0.006 (0.005-0.006)	0.007 (0.006-0.007)	0.007 (0.007-0.008)	0.007 (0.007-0.009)	0.009 (0.008-0.009)	0.009 (0.009-0.010)	0.010 (0.009-0.011)

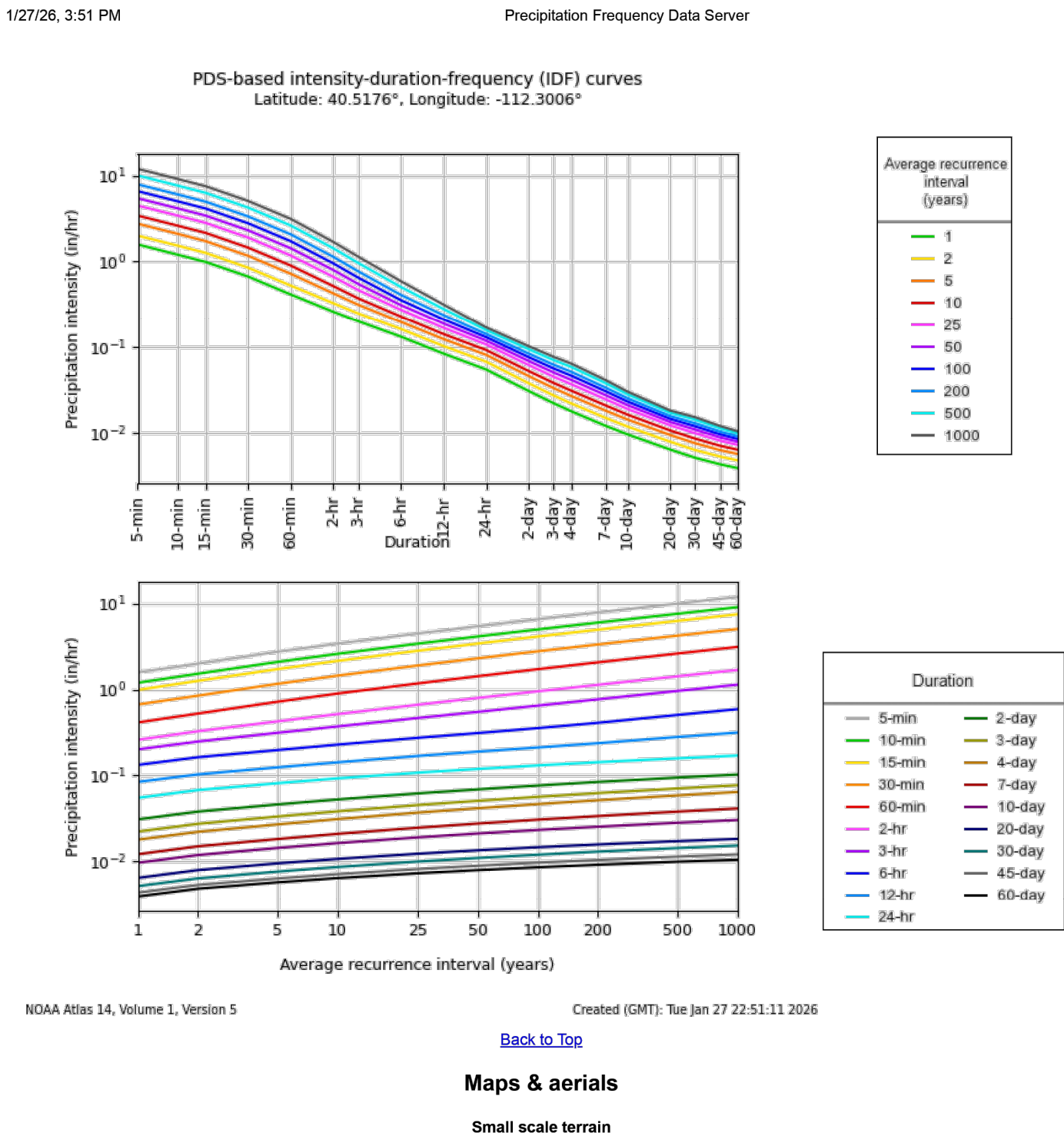
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parentheses are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

Please refer to NOAA Atlas 14 document for more information.

PF graphical

1/27/26, 3:51 PM



1/4

https://hds.c.nws.noaa.gov/pfds_printpage.html?lat=40.5176&lon=-112.3006&data=intensity&units=english&series=pds

2/4

Geotechnical Engineering Study
Halls Hollow Subdivision, Tooele, Utah
CMT Project No. 104880

Page 3

2.0 FIELD EXPLORATION

2.1 General

In order to define and evaluate the subsurface soil and groundwater conditions, 2 test pits were excavated with a backhoe at the site to a depth of approximately 11 feet below the existing ground surface. Locations of the test pits are shown on **Figure 1, Site Map**, included in the Appendix. The field exploration was performed under the supervision of an experienced member of our geotechnical staff.

Representative soil samples were collected by obtaining disturbed "grab" samples from within each test pit. The samples were placed in sealed plastic bags prior to transport to the laboratory.

The subsurface soils encountered in the test pits were classified in the field based upon visual and textural examination, logged and described in general accordance with ASTM¹ D-2488. These field classifications were supplemented by subsequent examination and testing of select samples in our laboratory. Graphical representations of the subsurface conditions encountered are presented on each individual Test Pit Log, **Figures 2 and 3**, included in the Appendix. A Key to Symbols defining the terms and symbols used on the logs, is provided as **Figure 4** in the Appendix.

Upon completion of logging and sampling, the test pits were backfilled with the excavated soils. When backfilling, minimal to no effort was made to compact the backfill and no compaction testing was performed. Thus, the test pit backfill is considered undocumented fill and settlement of the backfill in the test pits over time should be anticipated.

2.2 Infiltration Testing

We also performed infiltration testing as part of our field exploration within test pit TP-2 at a depth of about 5 feet below the existing ground surface. The testing consisted of creating and filling a small hole at that depth with water, and measuring the rate of water drop within the small hole over a certain time period (i.e. 10 minutes). We repeated this process multiple times until subsequent readings were the same. The results of this test indicate that the gravel soils at this site have an infiltration rate faster than 1 minute per inch. This rate could increase (become slower) over time due to siltation, thus we recommend an appropriate factor of safety be applied for design.

3.0 LABORATORY TESTING

Selected samples of the subsurface soils were subjected to various laboratory tests to assess pertinent engineering properties, as follows:

- Moisture Content, ASTM D-2216, Percent moisture representative of field conditions
- Atterberg Limits, ASTM D-4318, Plasticity and workability

¹American Society for Testing and Materials

CMT TECHNICAL SERVICES

ENSGN
THE STANDARD IN ENGINEERING

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176 HERITAGE DRIVE
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CONTACT:
RON HALL
PHONE: 801-830-9507

**EAST HALLS HOLLOW
MINOR SUBDIVISION**

**OLD CANYON ROAD
TOOELE CITY, UTAH**



**DRAINAGE
CALCULATIONS**

PROJECT NUMBER
T1444N

PRINT DATE
2026-04-27

PROJECT MANAGER
C. CHILD

DESIGNED BY
C. CHILD

C-301

811

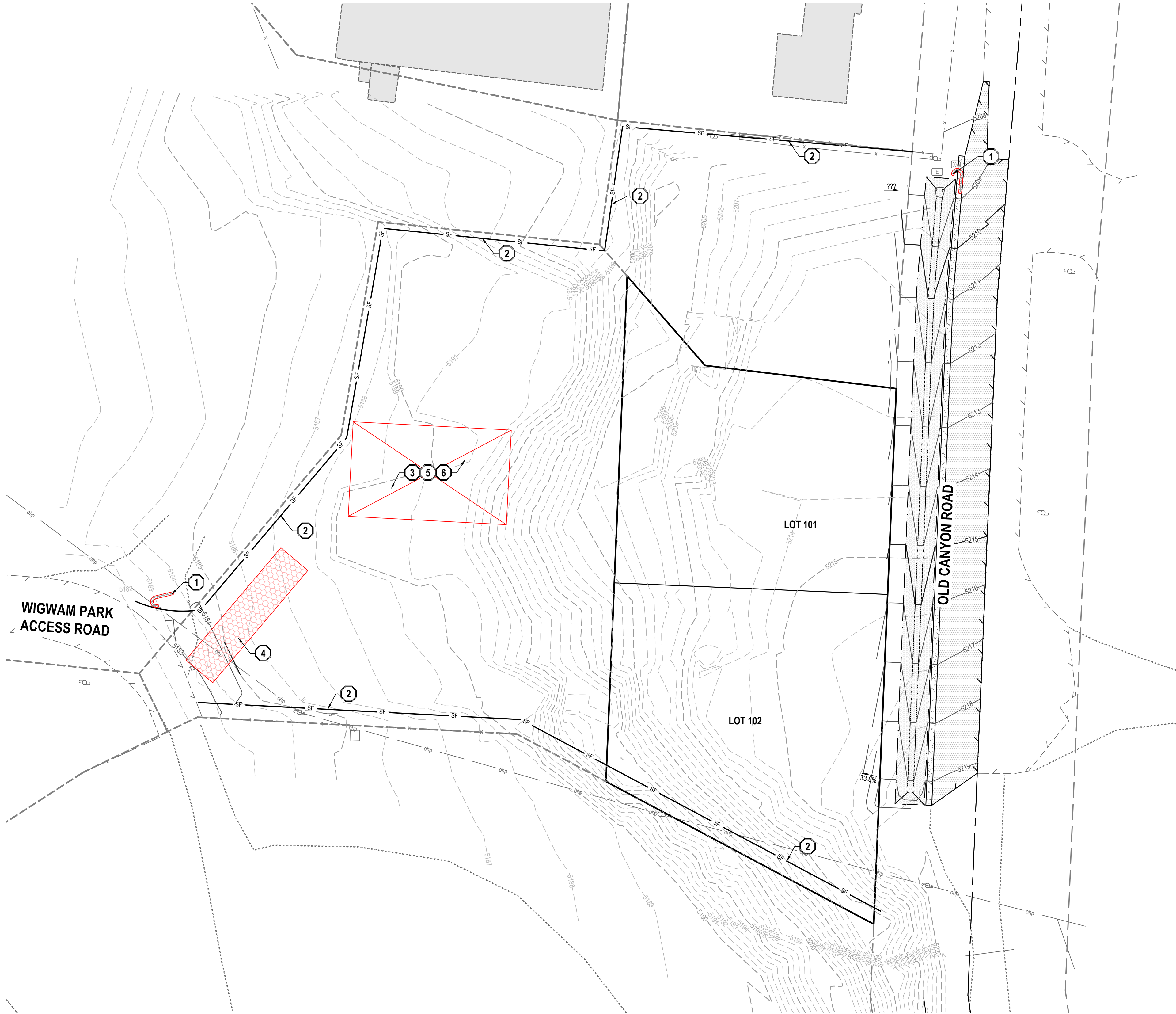
Know where to dig.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WITNESS CORNER OF THE WEST QUARTER OF
SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4
WEST SALT LAKE BASE AND MERIDIAN

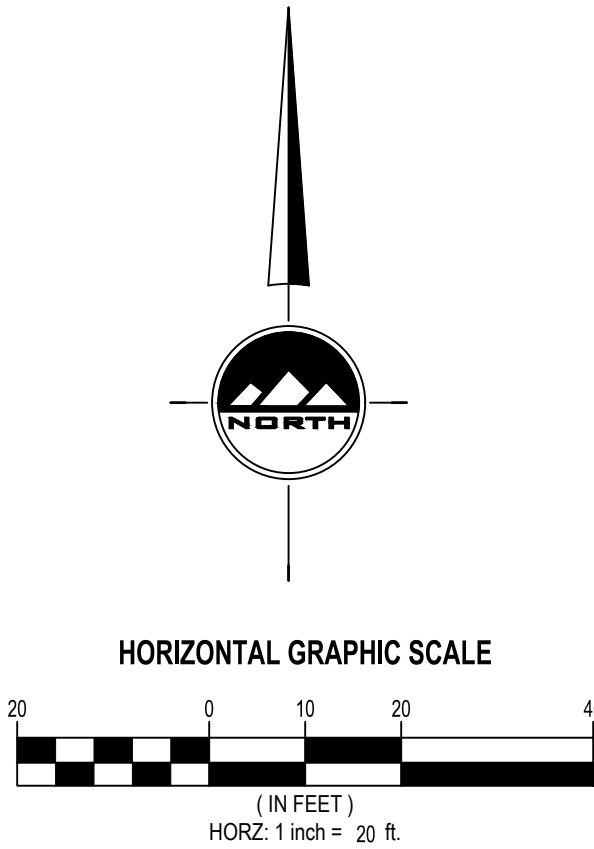
ELEV = 5137.25'



- GENERAL NOTES**
- THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
 - DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
 - RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
 - DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
 - VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
 - NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
 - A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1 INLET PROTECTION PER DETAIL 6/C-600.
 - 2 SILT FENCE PER DETAIL 5/C-600.
 - 3 PORTABLE TOILET PER DETAIL 5/C-600.
 - 4 VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 7/C-600.
 - 5 SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.
 - 6 SUGGESTED STOCKPILE AREA.

REVISION SCHEDULE			
NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			



THE STANDARD IN ENGINEERING

TOOELE

3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY

Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

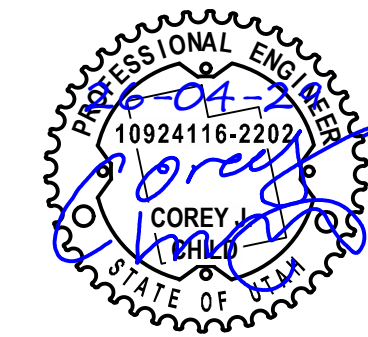
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
RON HALL
176 HERITAGE DRIVE
TOOELE, UTAH 84074

CONTACT:
RON HALL
PHONE: 801-830-9507

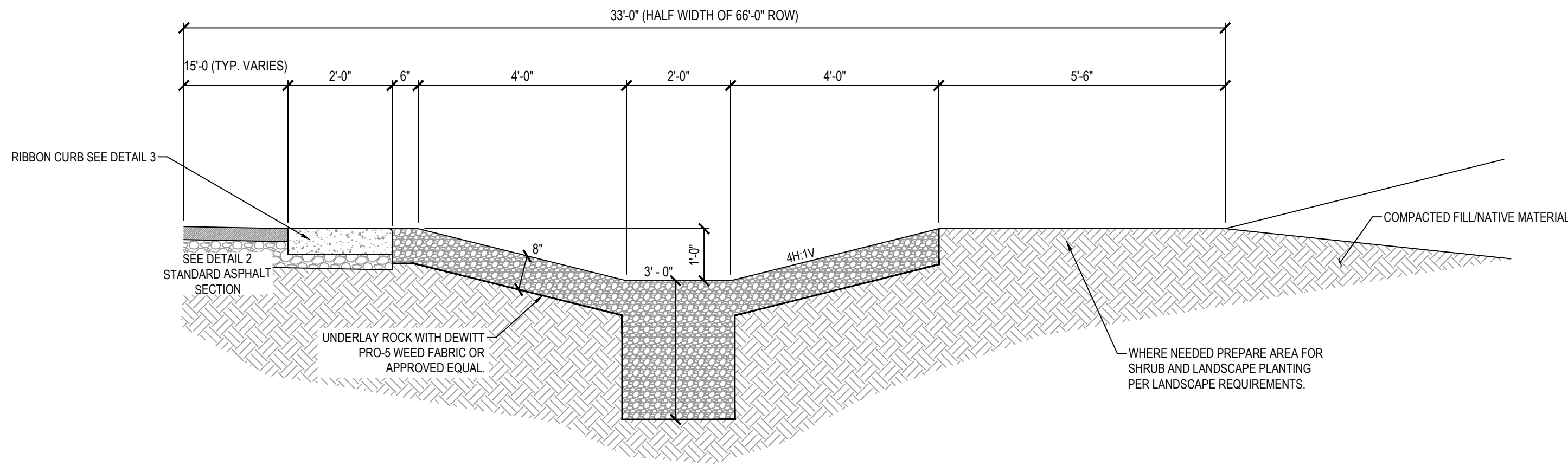
EAST HALLS HOLLOW
MINOR SUBDIVISION
OLD CANYON ROAD
TOOELE CITY, UTAH



EROSION CONTROL
PLAN

PROJECT NUMBER
T1444N
PROJECT MANAGER
C. CHILD
PRINT DATE
2026-04-27
DESIGNED BY
C. CHILD

C-500

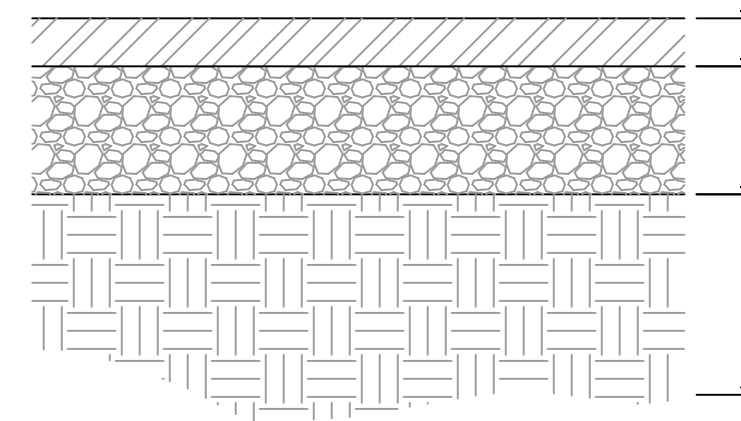


1 OLD CANYON SWELL CROSS SECTION

SCALE: NONE

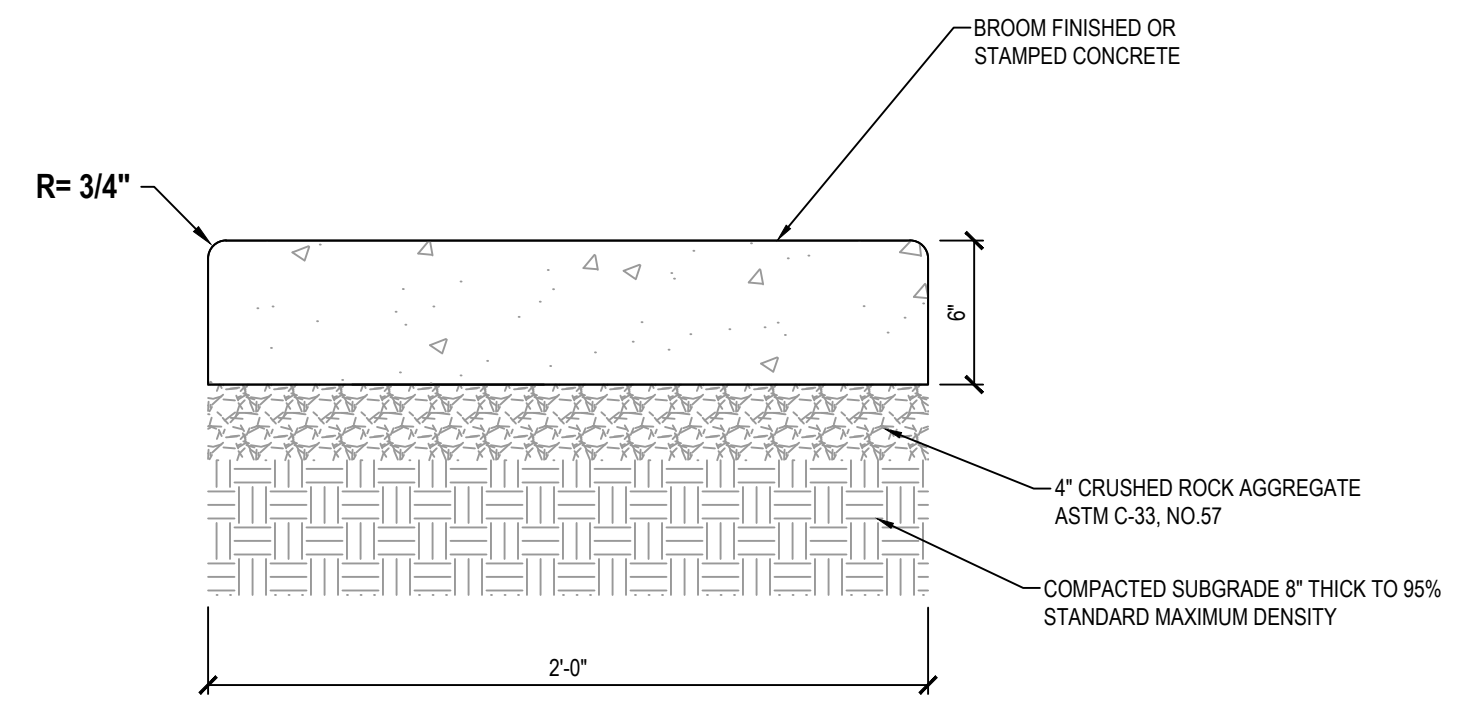
ASPHALT NOTES

- ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
- ALL STRUCTURAL FILL TO BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
- REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



2 STANDARD ASPHALT SECTION

SCALE: NONE

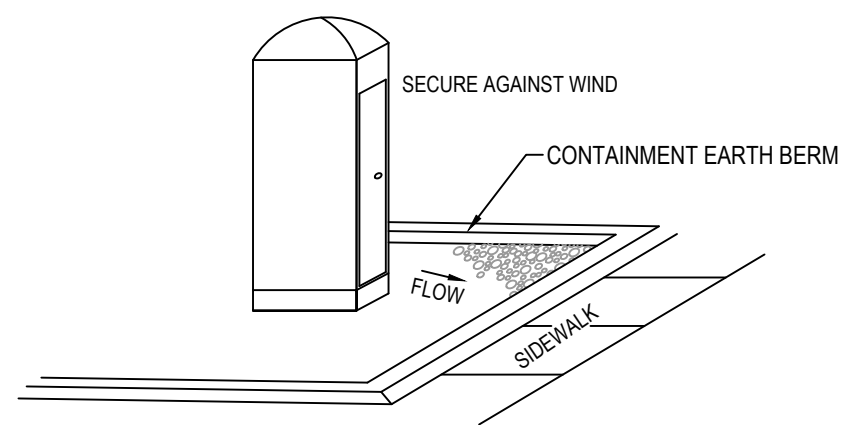


NOTES:

- PROVIDE EXPANSION JOINT AT 50' MAX. O.C.
- PROVIDE 2" SCORE AT 8' O.C.

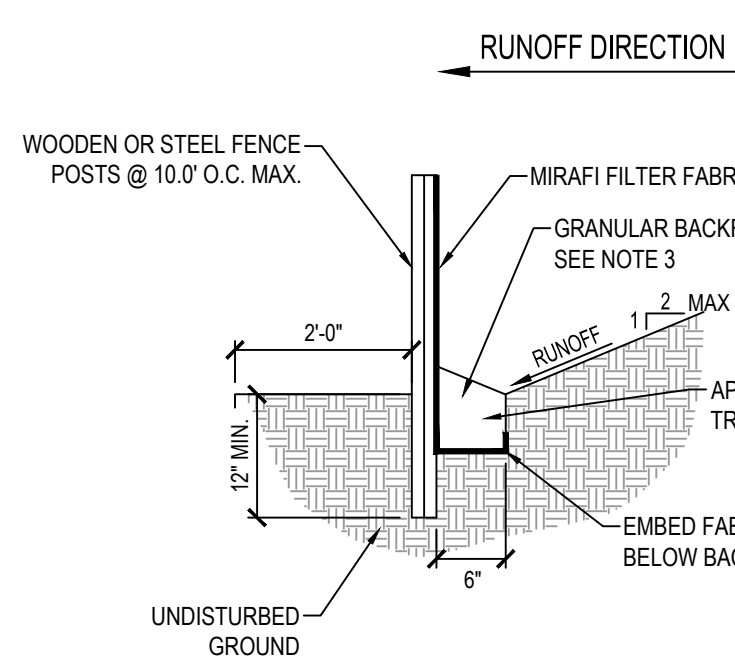
3 TYPICAL 24" CONCRETE RIBBON

SCALE: NONE



4 PORTABLE TOILET

SCALE: NONE

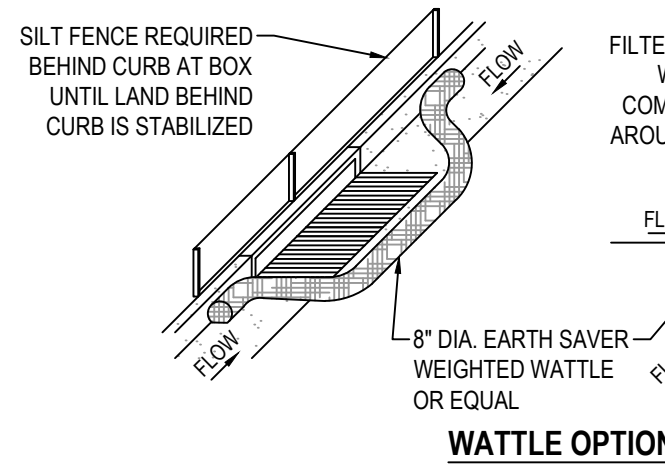


NOTES:

- EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS. POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE. LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
- SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS
- REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
- 10' MAX. SPACING BETWEEN STAKES.
- SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.

5 TEMPORARY SILT FENCE

SCALE: NONE

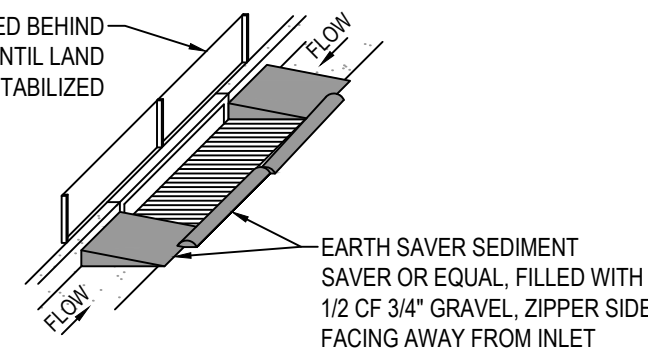


NOTES:

- PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLEBAG.
- PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
- INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.
- REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
- CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
- BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

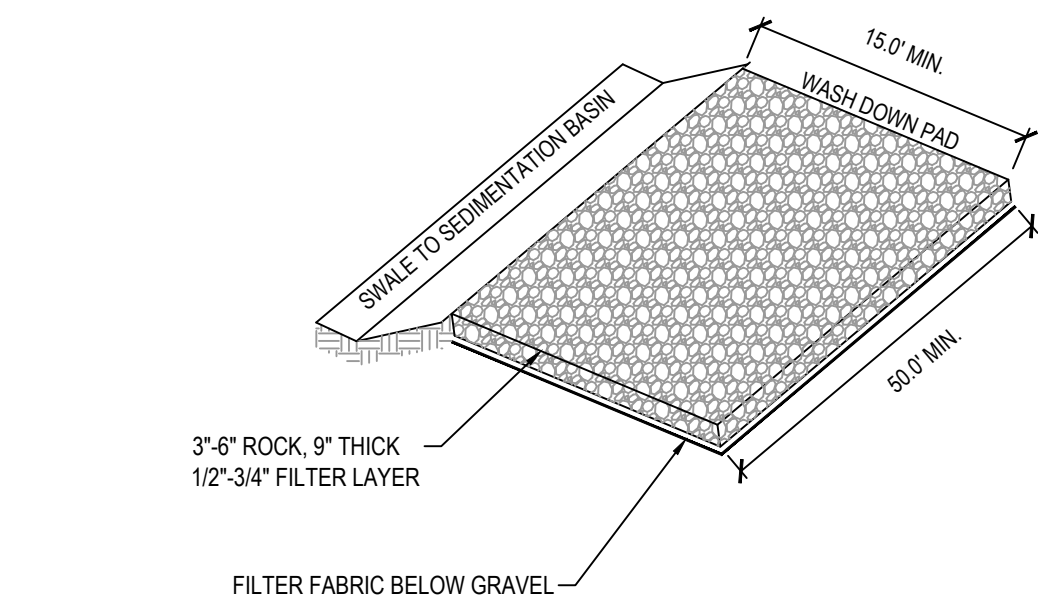
6 SAG INLET PROTECTION

SCALE: NONE



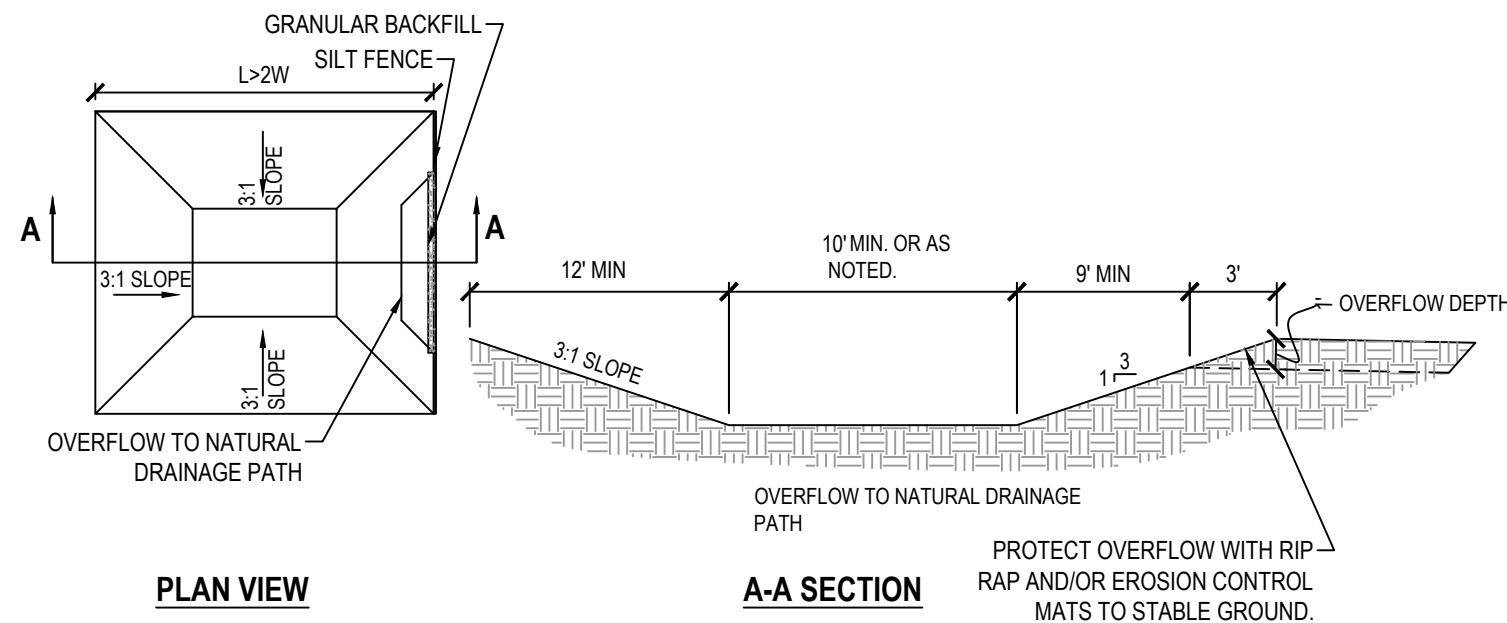
7 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE



NOTE:

- PLACE SIGN ADJACENT TO ENTRANCE "CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"



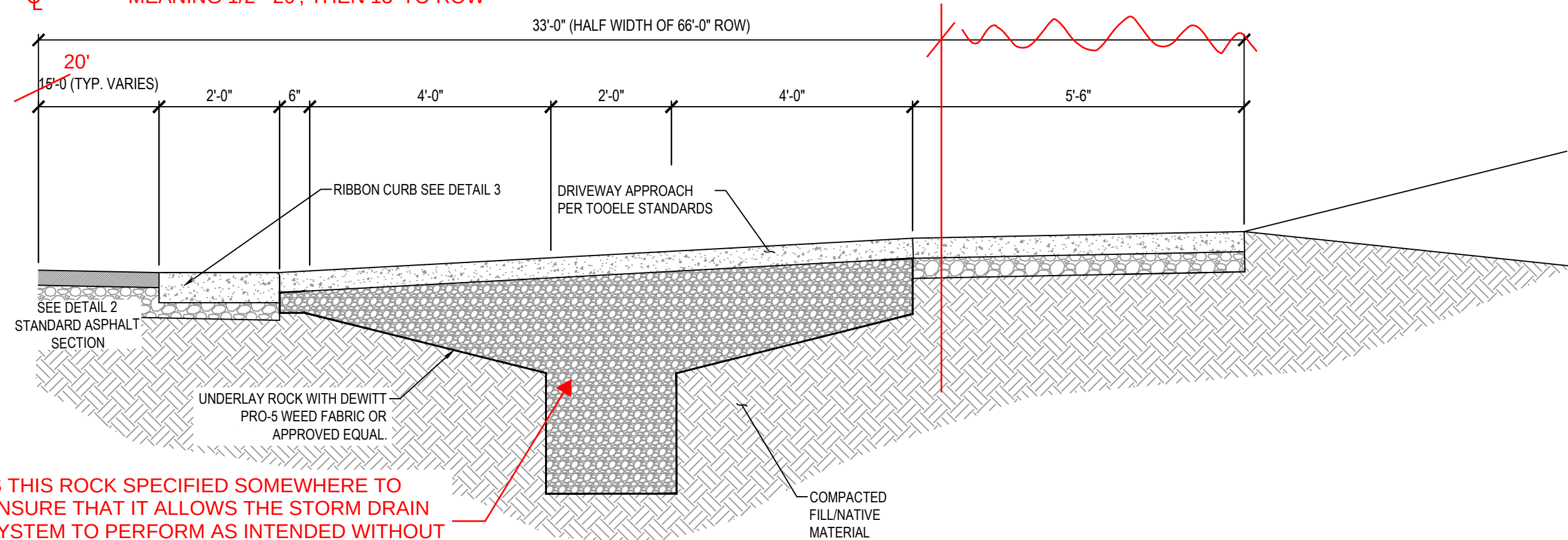
NOTES:

- CLEAN OUT BASIN WHEN CAPACITY IS REDUCED BY HALF.
- SIZE BASIN PER MINIMUM DIMENSIONS SHOWN, AND PER DIMENSIONS IN PLAN, WHICHEVER IS GREATER.
- SAFETY FENCING IS REQUIRED FOR DEPTH GREATER THAN THREE FEET.
- WHERE 2:1 RATIO OF LENGTH TO WIDTH IS NOT AVAILABLE, CONSTRUCT BERM(S) FOR BAFFLE(S) BETWEEN INLET AND OUTLET TO ACHIEVE 2:1 FLOW LENGTH RATIO.
- WHERE TEMPORARY SEDIMENTATION WILL BE CONVERTED TO A PERMANENT DETENTION POND, PROTECT OUTLET PER DTL. L. TEMPORARY BASIN OUTLET PROTECTION.

8 TEMPORARY WASHDOWN SEDIMENTATION BASIN

SCALE: NONE

PAVEMENT WIDTH ON 66' ROW IS 40', MEANING 1/2 =20', THEN 13' TO ROW



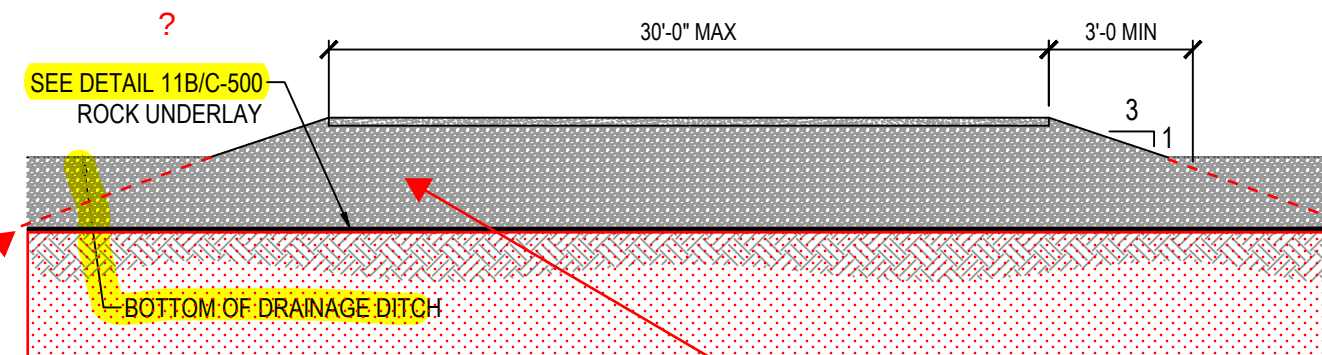
IS THIS ROCK SPECIFIED SOMEWHERE TO ENSURE THAT IT ALLOWS THE STORM DRAIN SYSTEM TO PERFORM AS INTENDED WITHOUT OVERFLOW?

11B DRIVEWAY APPROACH

SCALE: NONE

10 DRAINAGE SWALE

SCALE: NONE



PLEASE VERIFY THAT FLOW COMING DOWN THE OPEN DITCH WILL PASS THRU THE MEDIA WITHOUT OVERTOPPING AND FLOODING

11C DRIVEWAY APPROACH

SCALE: NONE



TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

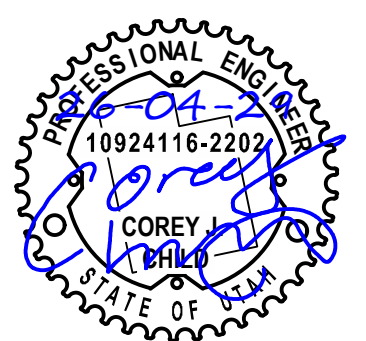
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
RON HALL
176 HERITAGE DRIVE
TOOELE, UTAH 84074

CONTACT:
RON HALL
PHONE: 801-830-9507

EAST HALLS HOLLOW
MINOR SUBDIVISION
OLD CANYON ROAD
TOOELE CITY, UTAH



DETAILS

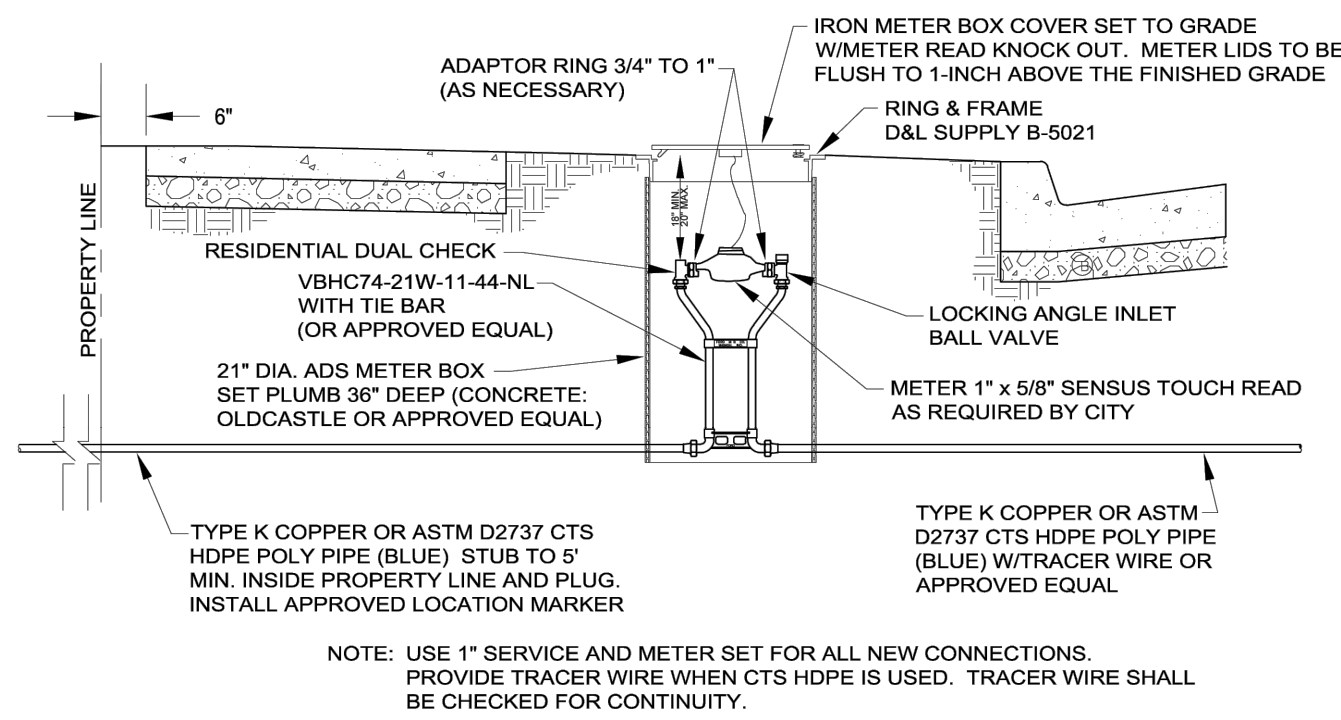
PROJECT NUMBER
T1444N

PRINT DATE
2026-04-27

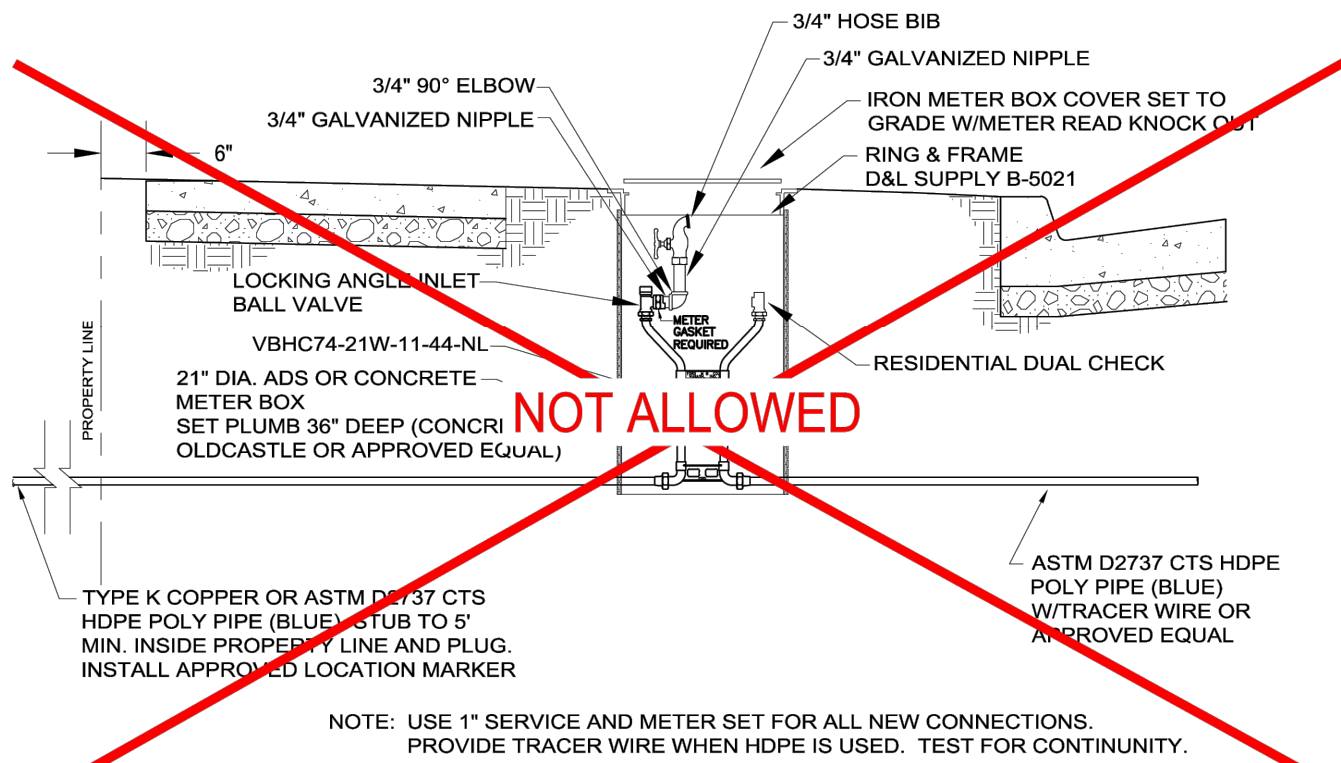
PROJECT MANAGER
C. CHILD

DESIGNED BY
C. CHILD

C-600



RESIDENTIAL WATER METER

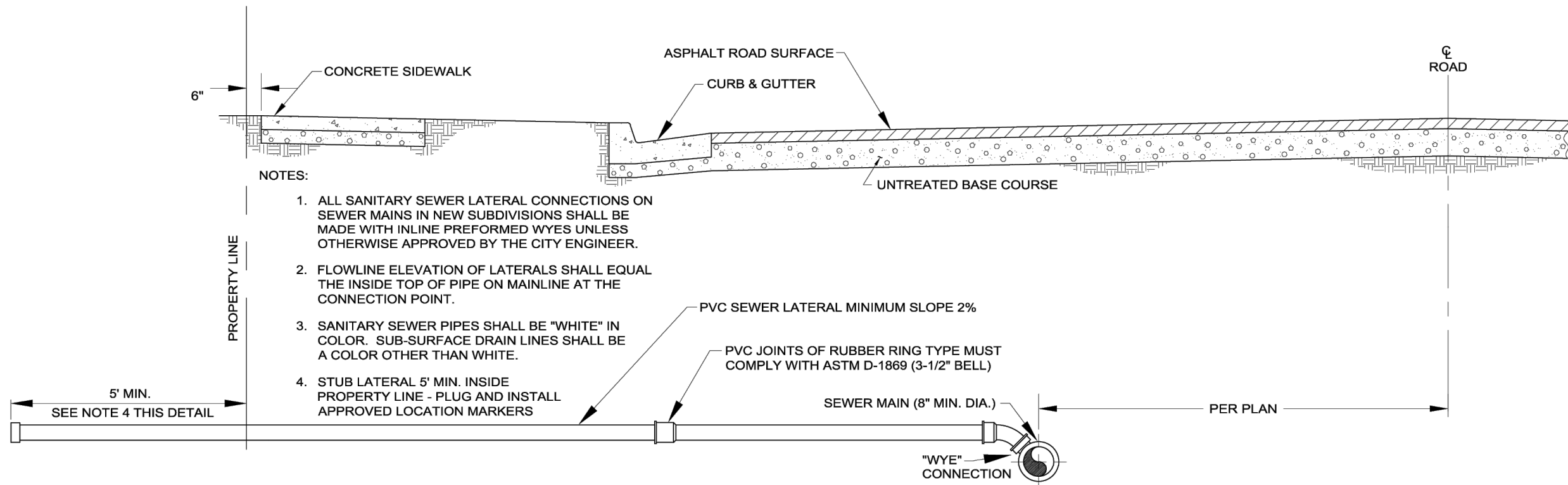


TEMPORARY WATER METER CONNECTION
(MUST BE APPROVED FOR USE BY CITY)

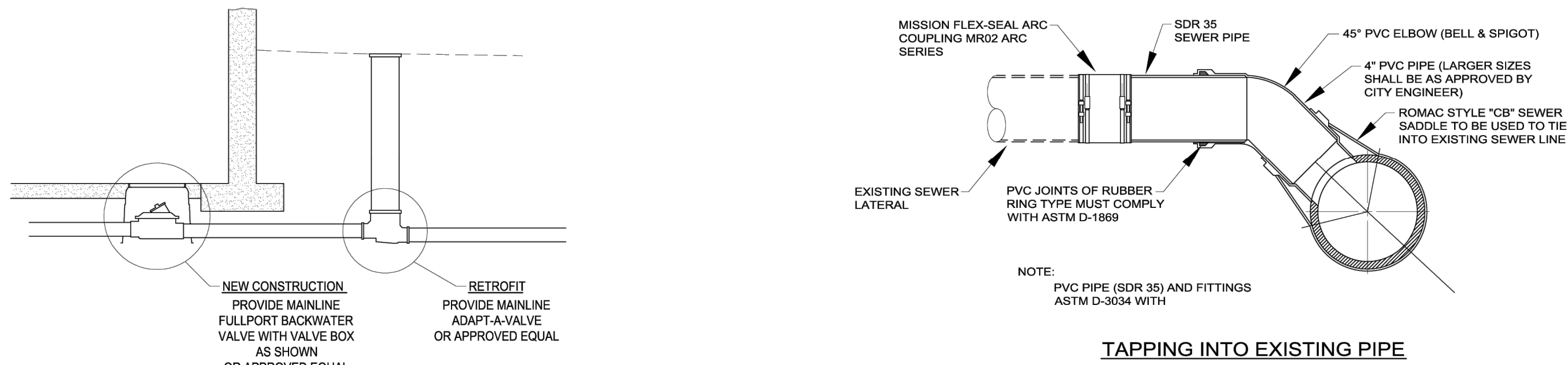


1" RESIDENTIAL WATER METER

Plan No.
521 R
1/2023



TYPICAL NEW SEWER MAIN & LATERAL CONNECTION



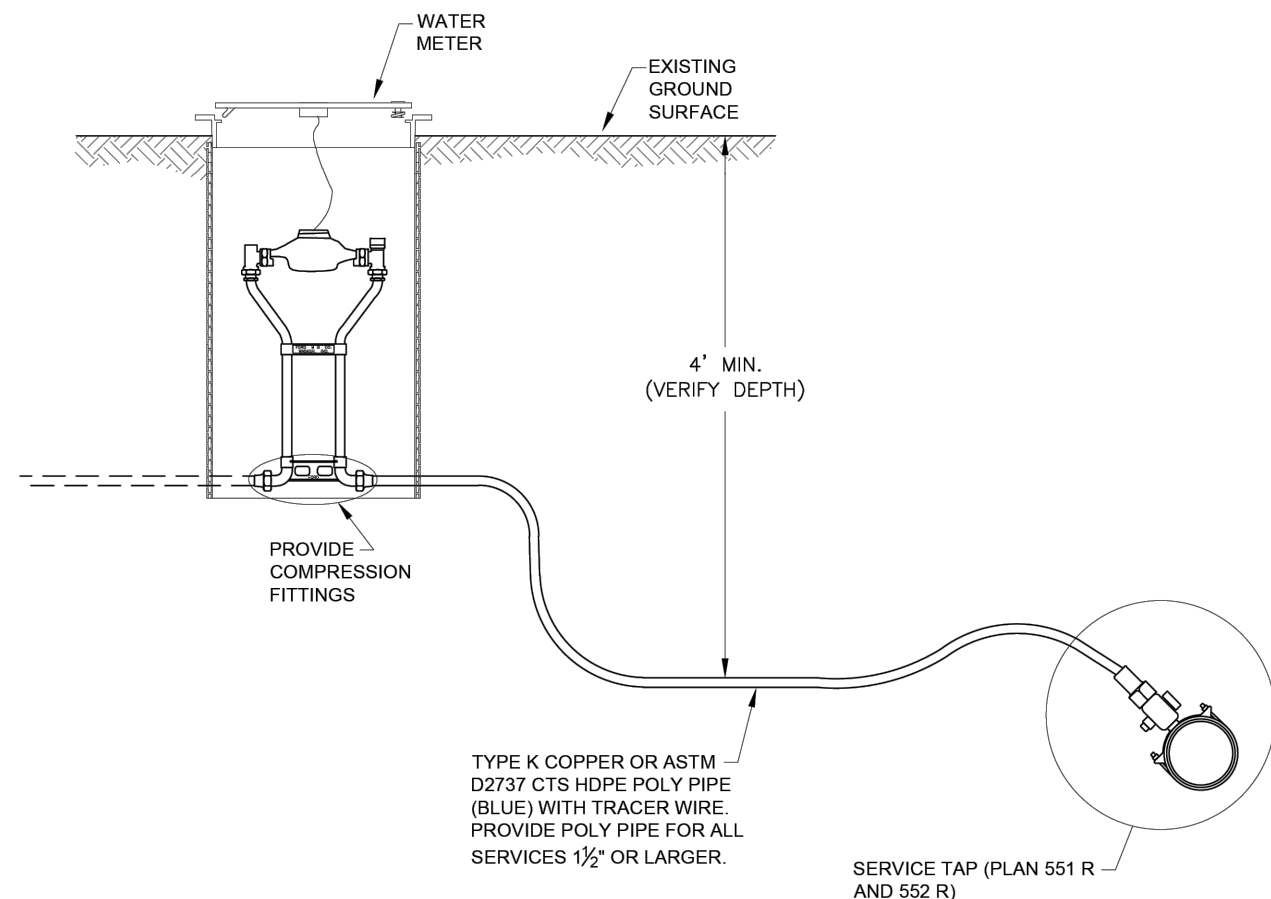
TAPPING INTO EXISTING PIPE

BACKFLOW PREVENTION



SEWER LATERAL CONNECTION

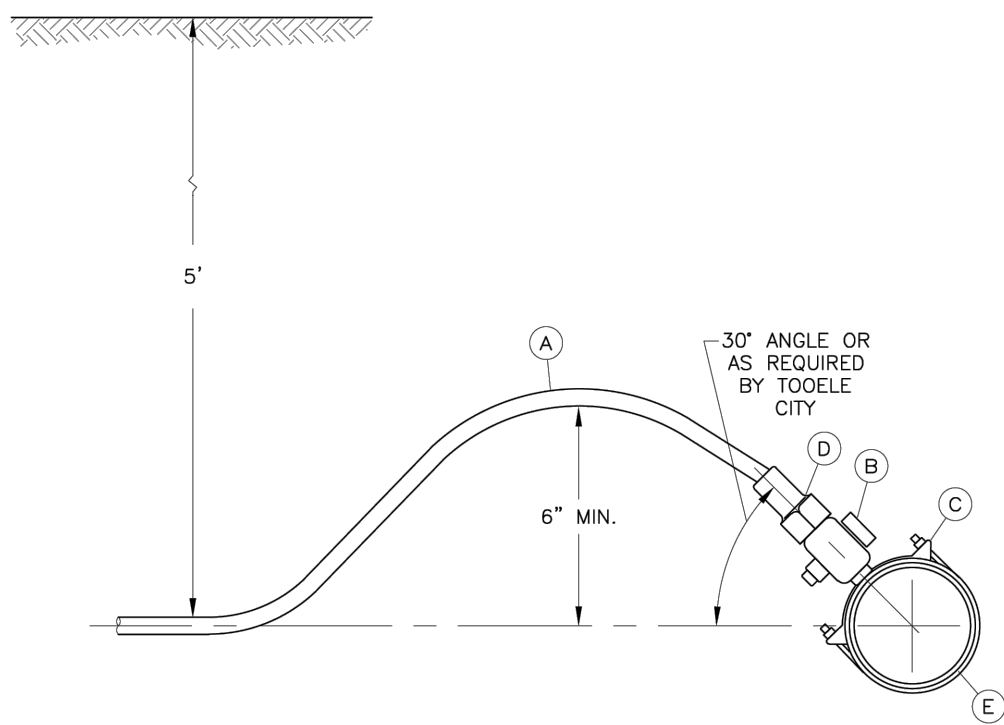
Plan No.
431 R
9/2025



WATER SERVICE LINE



Plan No.
541 R
12/2023



NOTE: DIRECT TAP TO PVC WATER LINE NOT ALLOWED.

LEGEND	
NO.	DESCRIPTION
A	TYPE K COPPER OR CTS POLY PIPE
*B	CORPORATION STOP
C	DOUBLE BRASS STRAP SADDLE CLAMP
D	COMPRESSION FITTING
E	WATER MAIN PIPE

* MUELLER OR FORD 300 PSI CORPORATION VALVE WITH AWWA TAPER THREAD (OR APPROVED EQUAL).



3/4" AND 1" SERVICE TAPS

Plan No.
551 R
12/2023



TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

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Phone: 435.865.1453

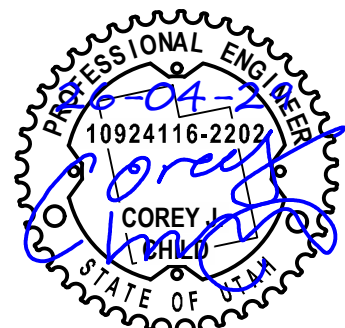
RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
RON HALL
176 HERITAGE DRIVE
TOOELE, UTAH 84074

CONTACT:
RON HALL
PHONE: 801-830-9507

EAST HALLS HOLLOW
MINOR SUBDIVISION
OLD CANYON ROAD
TOOELE CITY, UTAH



DETAILS

PROJECT NUMBER
T1444N
PRINT DATE
2026-04-27
PROJECT MANAGER
C. CHILD
DESIGNED BY
C. CHILD

C-601

EXHIBIT C

APPLICANT SUBMITTED INFORMATION

Zoning Map 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					
Date of Submission: August 20, 2026		Current Land Use MU-160 Designation: R1-7 W/Overlay		Proposed Land Use Eliminate Designation: Hillside Overlay	
Project Name: East Halls Hollow Minor Subdivision		Parcel #(s): 2-13-83, 2-13-89, 2-13-90 and 2-13-84		Acres: 3.23 Acres	
Project Address:					
Brief Project Summary: We would like to eliminate the hillside overlay zone for these parcels.					
Property Owner(s): Douglas Kinsman			Applicant(s): Ron Hall		
Address: 695 South Main Street			Address: 598 South Canyon Road		
City: Tooele	State: Utah	Zip: 84074	City: Tooele	State: Utah	Zip: 84074
Phone: 801-570-0007			Phone: [REDACTED]		
Contact Person: Douglas Kinsman			Address: Same		
Phone: 801-570-0007			City: Same		State: [REDACTED]
Cellular:		Fax:	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:

Land Use Map designations are made by ordinance. Any change Land Use Map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may 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			
Received By: Jade	Date Received: 8/21/26	Fees: \$1,320.00	App. #: 885838

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

I/we, Ron Hall, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

Ron Hall
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 20 day of August, 2020



Staci Maloney
(Notary)
Residing in Tooele County, Utah
My commission expires: June 26, 2027

AGENT AUTHORIZATION

I/we, _____, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in _____ County, Utah
My commission expires: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

I/we, Douglas Knezman, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

[Signature]
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 20 day of August, 2026



Staci Maloney
(Notary)

Residing in Tooele County, Utah
My commission expires: June 26, 2027

AGENT AUTHORIZATION

I/we, _____, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)

Residing in _____ County, Utah
My commission expires: _____

Zoning Map?

1. What is the present zoning of the property? The current zoning of the property is MU-160 and R1-7 with a sensitive hillside overlay zone.
2. Explain how the proposed zoning is consistent with the current land use designation. We would like to eliminate the hillside overlay zone with this property, as the parcels to the north is currently built out. The property to the east is owned by Tooele city and will never be built on. The property to the south is an existing subdivision and does not have the hillside overlay zone. The property north and west of SR 36 is currently zoned R1-7 and does not have any hillside overlay zone.
3. Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area. as the parcels to the north is currently built out, the hillside overlay does not and will not ever apply. The property to the east is owned by Tooele city and will never be built on, therefore the hillside overlay does not and will not ever apply. The property to the south is an existing subdivision and does not have the hillside overlay zone. The property north and west of SR 36 is currently zoned R1-7 and does not have any hillside overlay zone.
4. Explain how the proposed zoning is suitable for the existing uses of the subject property(s). The property that is in discussion is surrounded by either currently built out land or subdivisions or property owned by Tooele City. None of which has been built on with the existing Hillside overlay zone.
5. Explain how the proposed zoning promotes the goals and objectives of Tooele City?

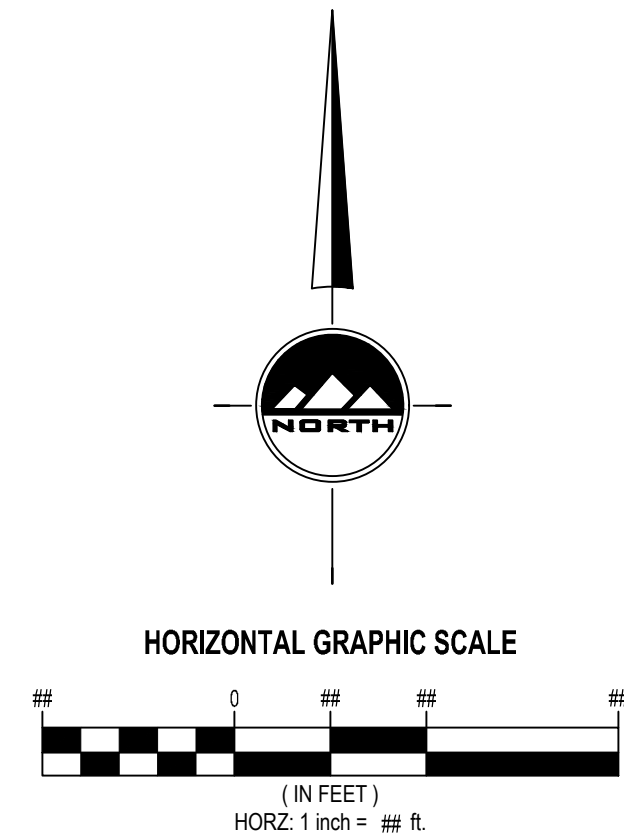
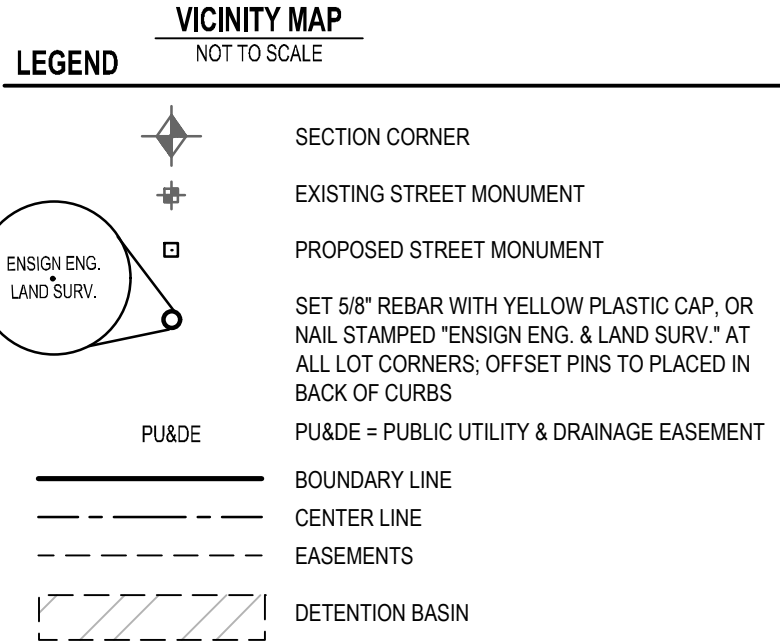
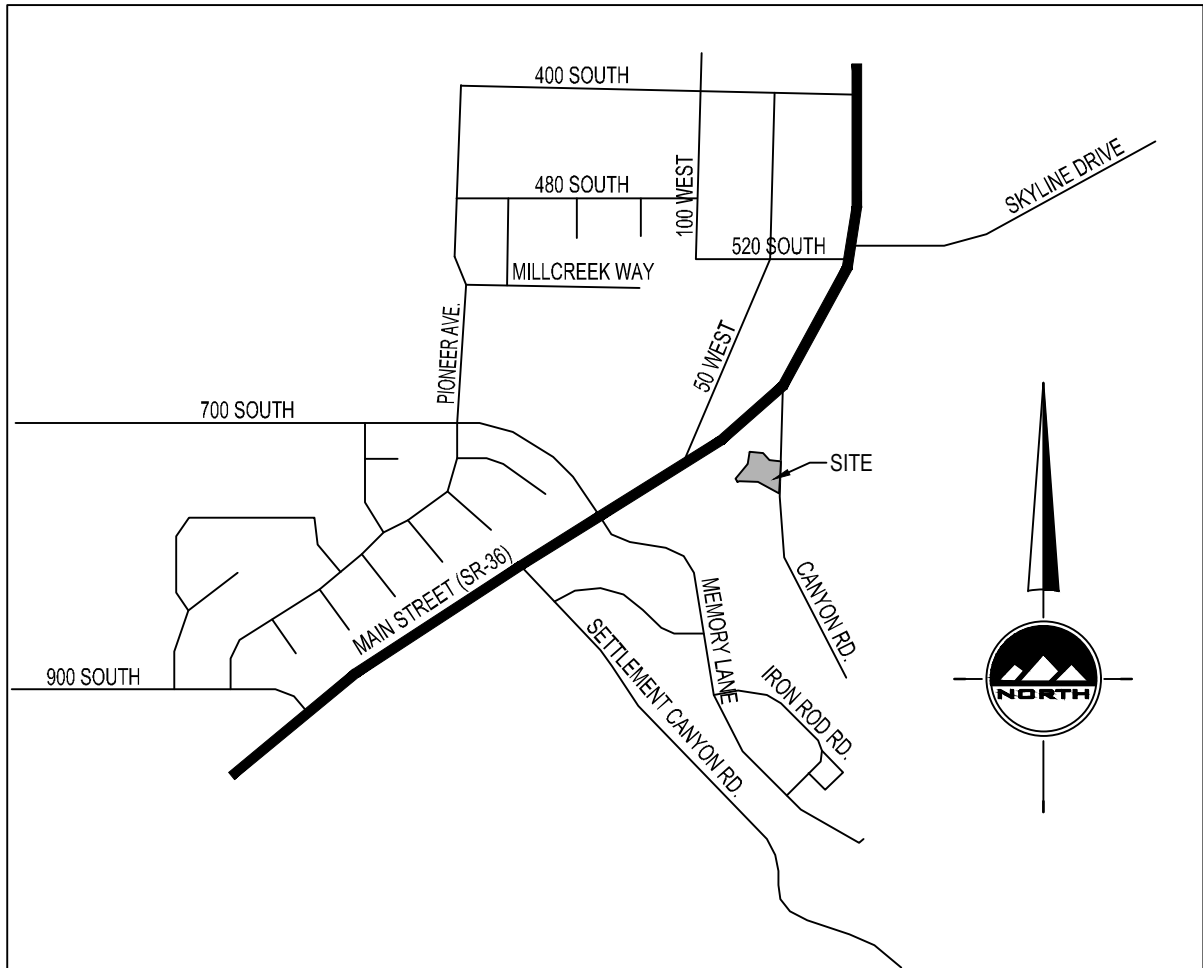
General Plan Map?

1. What is the present land use designation of the subject property(s)?
2. Explain how the proposed land use designation is similar or compatible with the other land use designations in the surrounding area.
3. What do you anticipate the land being used for?
4. Explain how the proposed land use designation would affect property, surrounding properties, and Tooele City.
5. Explain how the proposed land use designation promotes the goals and objectives of Tooele City.

EAST HALLS HOLLOW MINOR SUBDIVISION

FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



EAST QUARTER CORNER OF
SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN (FOUND TOOELE
COUNTY SURVEYOR'S MONUMENT,
3" PIPE WITH BRASS CAP DATED
1982)

WEST QUARTER CORNER OF
SECTION 33, TOWNSHIP 3 SOUTH,
RANGE 4 WEST, SALT LAKE BASE
AND MERIDIAN (CALCULATED
POSITION)



ROCKY MOUNTAIN POWER COMPANY 1. PURSUANT TO UTAH CODE ANN. § 54-3-37 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN. 2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER: (1) A RECORDED EASEMENT OR RIGHT-OF-WAY (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR (4) ANY OTHER PROVISION OF LAW. APPROVED THIS _____ DAY OF _____, 20____ ROCKY MOUNTAIN POWER BY - _____ TITLE - _____	ENBRIDGE GAS ENBRIDGE GAS UTAH - NOTE: QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT; AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE. APPROVED THIS _____ DAY OF _____, 20____ QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH BY - _____ TITLE - _____
--	---

LAND USE AUTHORITY
APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE CITY LAND USE AUTHORITY.
TOOELE CITY PUBLIC WORKS DIRECTOR
TOOELE CITY ENGINEER
TOOELE CITY COMMUNITY DEVELOPMENT DIRECTOR

CITY ATTORNEY APPROVED AS TO FORM THIS _____ DAY OF _____, 20____ TOOELE CITY ATTORNEY	COMMUNITY DEVELOPMENT APPROVAL APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____ TOOELE CITY COMMUNITY DEVELOPMENT	COUNTY SURVEY DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE #2023-0051 TOOELE COUNTY SURVEY DIRECTOR	COUNTY TREASURER APPROVAL APPROVED AS TO FORM THIS _____ DAY OF _____, 20____, BY THE TOOELE COUNTY TREASURER. TOOELE COUNTY TREASURER	COUNTY HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____, BY THE TOOELE COUNTY HEALTH DEPARTMENT. TOOELE COUNTY HEALTH DEPARTMENT	TOOELE COUNTY RECORDER RECORDED # _____ STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF : _____ DATE: _____ TIME: _____ FEES _____ TOOELE COUNTY RECORDER
---	---	--	--	--	--

SURVEYOR'S CERTIFICATE

I, Douglas J Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold license No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-2-504, have verified all measurements, and have subdivided said tract of land into a lot, together with easements, hereafter to be known as EAST HALLS HOLLOW MINOR SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that the lot meets frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Canyon Road, said point being located South 89°11'48" West 2011.76 feet along the Quarter Section line and North 0°48'12" West 1046.86 feet from the found Dependent Resurvey monument representing the East Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 2°24'47" West 182.15 feet along said Westerly right-of-way line;
thence North 61°58'12" West 103.14 feet to a point on an existing fence line;
thence North 2°24'47" East 171.89 feet;
thence South 41°06'14" East 40.28 feet;
thence South 83°06'18" East 65.47 feet to said Westerly line of Canyon Road and Point of Beginning.

Contains 15,581 square feet or 0.36 acres.

For Review

04/29/2026 1:14:49 PM

Date
Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:

EAST HALLS HOLLOW MINOR SUBDIVISION
FINAL PLAT

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof I / we have hereunto set my / our hand this _____ day of _____ A.D., 20____.

By: Ronald Hall, Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele J.S.S.

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

EAST HALLS HOLLOW MINOR SUBDIVISION
FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2893

TOOELE
3950 N Tealby Way, Ste 200
Erd, UT 84074
Phone: 435.843.3590
WWW.ENSIGNENG.COM

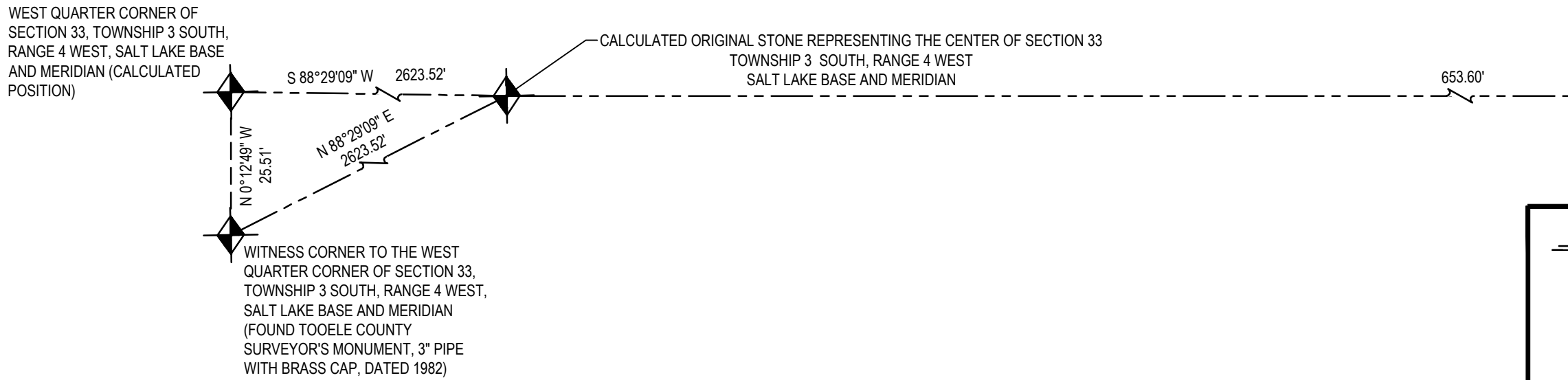
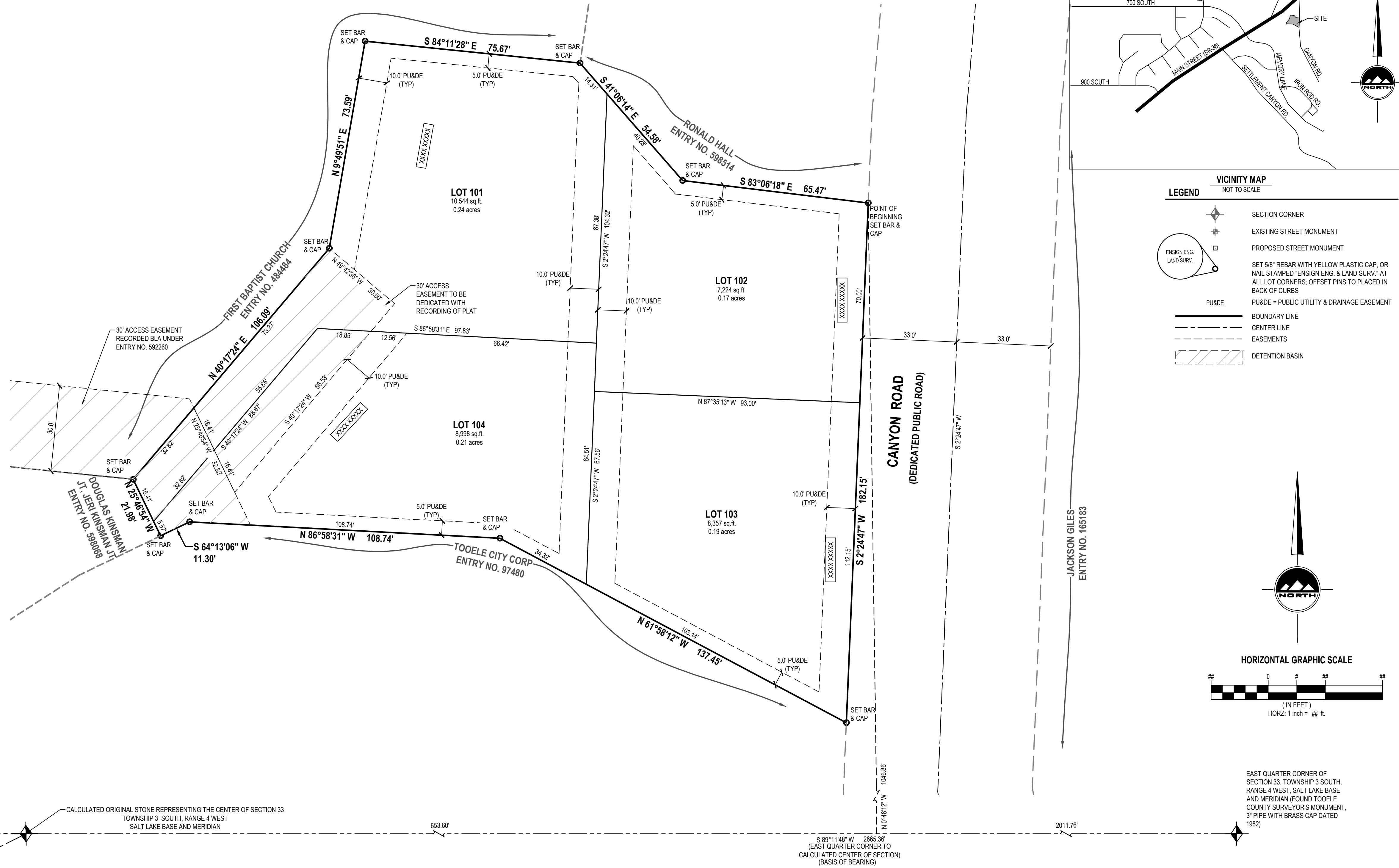
SHEET 1 OF 1

PROJECT NUMBER: T1444F
MANAGER: D. KINSMAN
DRAWN BY: M. SANDOVAL
CHECKED BY: D. KINSMAN
DATE: 4/23/2026

HALLS HOLLOW MINOR SUBDIVISION

FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman, do hereby certify that I am a Professional Land Surveyor, and that I hold license No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into a lot, together with easements, hereafter to be known as HALLS HOLLOW MINOR SUBDIVISION, and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that the lot meets frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of Canyon Road, said point being located South 89°11'48" West 2011.76 feet along the Quarter Section line and North 0°48'12" West 1046.86 feet from the found Dependent Resurvey monument representing the East Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence South 2°24'47" West 182.15 feet along said Westerly right-of-way line;
thence North 61°58'12" West 137.45 feet to a point on an existing fence line;
thence North 86°58'31" West 108.74 feet along said existing fence line;
thence South 64°13'06" West 11.30 feet along said existing fence line;
thence North 40°17'24" East 108.09 feet;
thence North 9°49'51" East 73.59 feet;
thence South 84°11'28" East 75.67 feet;
thence South 41°06'14" East 54.58 feet;
thence South 83°06'18" East 65.47 feet to the Point of Beginning.

Contains 35,122 square feet, or 0.81 acres.

For Review

Date 12/05/2025 12:43:47 PM

Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:

HALLS HOLLOW MINOR SUBDIVISION FINAL PLAT

The undersigned owner(s) hereby dedicate to Tooele City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Tooele City and to all public utility companies providing service to the heron described tract a perpetual, non-exclusive easement over the public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof I / we have hereunto set my / our hand this _____ day of _____ A.D., 20____.

By: Ronald Hall, Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele JS.S.

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that: He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ RESIDING IN _____ COUNTY.

HALLS HOLLOW MINOR SUBDIVISION FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 33,
TOWNSHIP 3 SOUTH, RANGE 4 WEST,
SALT LAKE BASE AND MERIDIAN,
TOOELE CITY, TOOELE COUNTY, UTAH



SANDY Phone: 801.255.0529

LAYTON Phone: 801.547.1100

CEDAR CITY Phone: 435.865.1453

RICHFIELD Phone: 435.896.2893

TOOELE
3950 N Tealby Way, Ste 200
Erd, UT 84074
Phone: 435.843.3590
WWW.ENSGNENG.COM

SHEET 1 OF 1

PROJECT NUMBER : T1444F

MANAGER : D. KINSMAN

DRAWN BY : M. SANDOVAL

CHECKED BY : D. KINSMAN

DATE : 12/5/2025

TOOELE COUNTY RECORDER

RECORDED # _____

STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE

REQUEST OF : _____

DATE: _____ TIME: _____

FEES _____ TOOELE COUNTY RECORDER

ROCKY MOUNTAIN POWER COMPANY

- PURSUANT TO UTAH CODE ANN. § 34-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
- PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- A RECORDED EASEMENT OR RIGHT-OF-WAY
- THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
- TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
- ANY OTHER PROVISION OF LAW.

APPROVED THIS _____ DAY OF _____, 20____

ROCKY MOUNTAIN POWER

BY - _____

TITLE - _____

ENBRIDGE GAS

ENBRIDGE GAS UTAH - NOTE:
QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT; AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

APPROVED THIS _____ DAY OF _____, 20____

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

BY - _____

TITLE - _____

LAND USE AUTHORITY

APPROVED THIS _____ DAY OF _____, 20____

BY THE TOOELE CITY LAND USE AUTHORITY.

TOOELE CITY PUBLIC WORKS DIRECTOR

TOOELE CITY ENGINEER

TOOELE CITY COMMUNITY DEVELOPMENT DIRECTOR

CITY ATTORNEY

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

TOOELE CITY ATTORNEY

COMMUNITY DEVELOPMENT APPROVAL

APPROVED AS TO FORM ON THIS _____ DAY OF _____, A.D. 20____

TOOELE CITY COMMUNITY DEVELOPMENT

COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____

BY THE TOOELE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE #2023-0051

TOOELE COUNTY SURVEY DIRECTOR

COUNTY TREASURER APPROVAL

APPROVED AS TO FORM THIS _____ DAY OF _____, 20____

BY THE TOOELE COUNTY TREASURER.

TOOELE COUNTY TREASURER

COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20____

BY THE TOOELE COUNTY HEALTH DEPARTMENT.

TOOELE COUNTY HEALTH DEPARTMENT

RE-ZONE BOUNDARY DESCRIPTION

Exhibit A

A parcel of land, situate in the Northeast Quarter of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Utah, more particularly described as follows:

Beginning at a point near an existing fence line located South 89°11'48" West 2261.14 feet along the Quarter Section line and North 0°48'12" West 933.77 feet from the found Dependent Resurvey monument representing the East Quarter Corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence South 64°13'06" West 31.84 feet generally along said fence line;

thence South 57°10'56" West 176.00 feet to a point on the Easterly line of Canyon Rim Estates Ph. 1, Lot 18 Amended which is recorded under Entry No. 281226 in the office of the Tooele County Recorder;

thence North 9°0'0" West 33.00 feet along said amended subdivision line;

thence North 78°21'00" West 213.75 feet along and beyond said amended subdivision line to and along the Northerly line of Canyon Rim Estates which is recorded under Entry No. 100636 in the office of the Tooele County Recorder;

thence North 63.97 feet along said Northerly subdivision line to the Southeasterly right-of-way line of SR-36;

thence North 57°14'00" East 370.35 feet along said right-of-way line;

thence Northeasterly 93.74 feet along said right-of-way line and the arc of a 1,687.02 feet radius tangent curve to the left (center bears North 32°46'00" West and the long chord bears North 55°38'29" East 93.73 feet through a central angle of 03°11'01") to a point on the Southerly line of a parcel having the Entry No. 243857 which is under Book 2, Page 509 as recorded in the office of the Tooele County Recorder;

thence South 40°33'26" East 70.90 feet along said Southerly line;

thence South 78°29'46" East 111.46 feet along said Southerly line;

thence South 83°54'33" East 100.73 feet along said existing fence line to a point on the Westerly right-of-way line of Canyon Road;

thence South 4°48'04" West 48.63 feet along said right-of-way line;

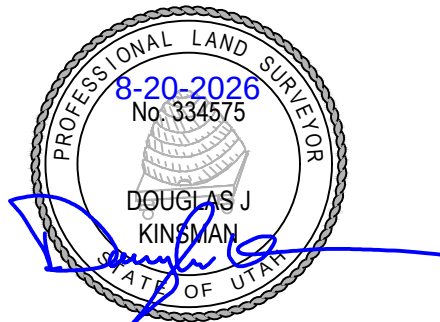
thence South 2°24'47" West 214.20 feet along said right-of-way line;

thence North 61°58'12" West 137.45 feet to an existing fence line;

thence North 86°58'31" West 108.74 feet along said fence line to an existing fence corner;

thence South 64°13'06" West 11.30 feet generally along said fence line,; to the Point of Beginning.

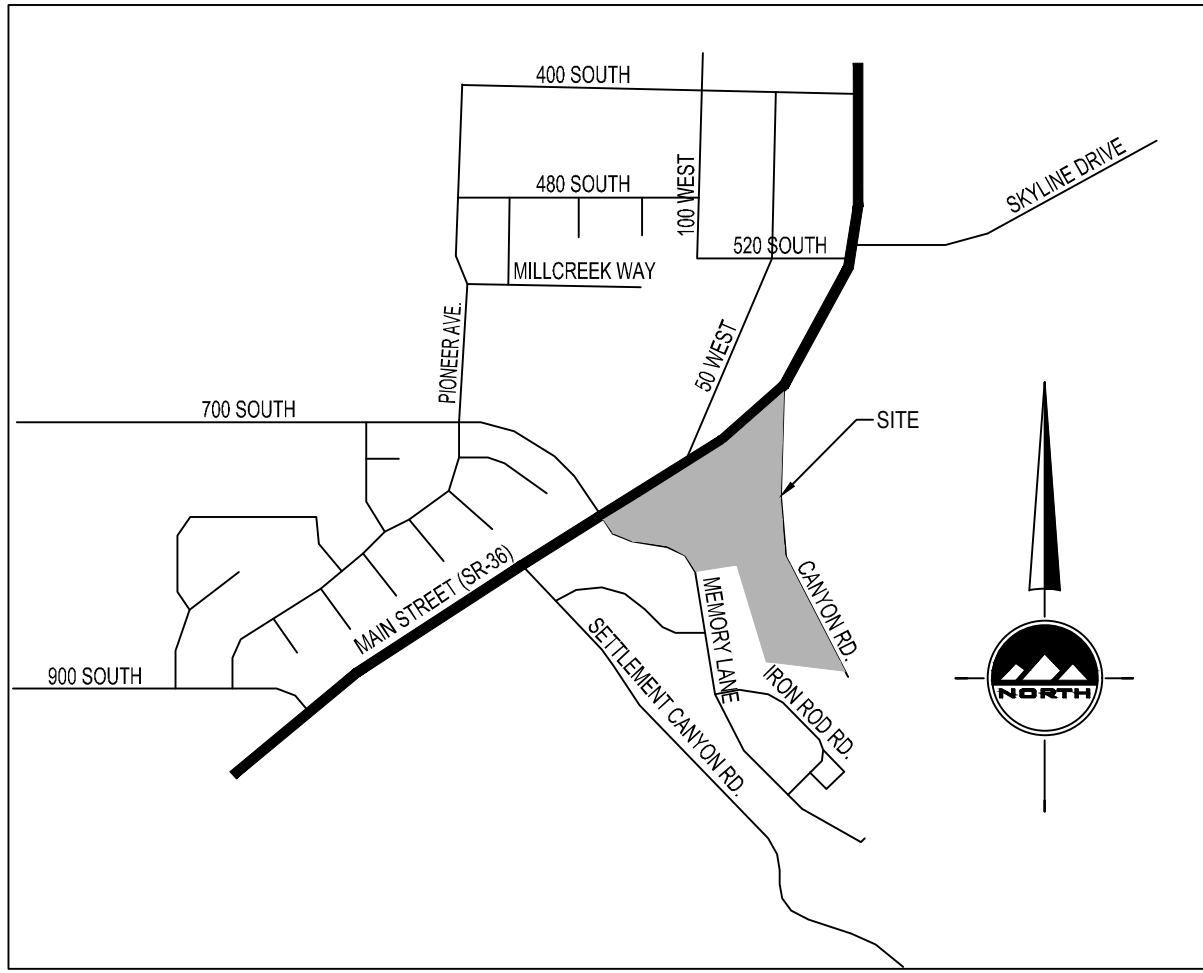
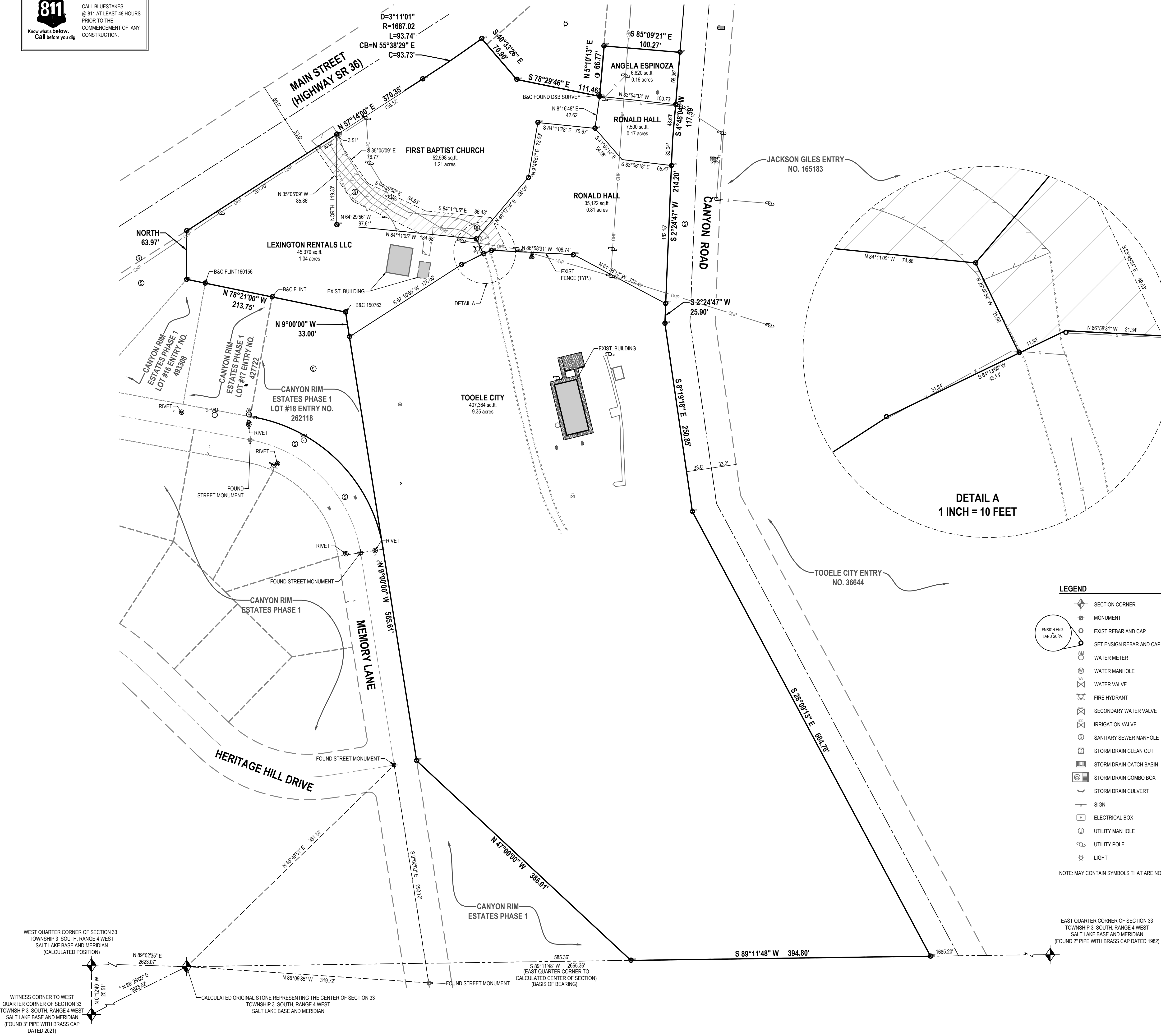
Contains 140,599 square feet or 3.23 acres.



811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.



VICINITY MAP
NOT TO SCALE

SURVEYORS CERTIFICATE
I, Haden Langston, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 12609604 in accordance with Utah Code, Title 58, Chapter 22 - Professional Engineers and Professional Land Surveyors Licensing Act., as prescribed by the laws of the state of Utah.

NARRATIVE
The purpose of this survey is to adjust the client's property lines so that both of the client's parcels can have access to canyon road and comply with zoning.
The subject parcel is bounded by several parcels that either gap or overlap due to the nature of the ties in the legal descriptions. Many of the ties on the vesting documents go to the Center of Section 33, Township 3 South, Range 4 West. There were two found monuments marking the Center of Section 33 as shown on the documents 0364w-k23-wd1-2021 and 0364w-k23-wd2-2021 as filed in the office of the Tooele County Recorder. The monuments lie approximately 26.80 feet from one another. The two monuments create a lack of clarity regarding which monument is to be used and creates gaps and overlaps between the parcels. Furthermore, the parcels in question appear to follow long-standing occupation rather than follow the ties as described in the vesting documents.
The current owners of the parcels in question agree on certain lines. These lines were held in the Boundary Line Agreements under the following Entry Numbers in the office of the Tooele County Recorder: _____
The South line of the client's boundary is generally bounded by a long-standing fence with an extension the Westerly right-of-way line of Canyon Road.
The North and West lines of the Client's boundaries are the result of agreements for trading ground and holding an existing fence line.
The East line of the client's boundary is the Westerly line of Canyon Road. The right-of-way was established by adhering to the widths set in the filed Record of Survey under File No. 2004_0023 as filed in the Office of the Tooele County Recorder. This survey also agrees with the existing plat map as far as widths and dimensions. Said plat map is recorded under Book 2, Page 13 in the Office of the Tooele County Recorder.
The stone marking the Center of Section 33 was held to establish the Quarter Section line. The East Quarter Corner of Section 33 was found, and the two witness monuments for the Center of Section 33 were located to establish the stone's position as it had been removed to build a house. The information regarding the witness monuments can be found on Document No. 03504w-K23-2021 (2).
The Basis of Bearing for this survey is the line between the Dependent Resurvey monument representing the East Quarter Corner of Section 33, and the stone marking the Center of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian which bears South 89°11'48" West 2665.36 feet.

LEGAL DESCRIPTIONS ON SECOND PAGE
January 23, 2024
Date
Haden Langston
License no. 12609604

SECTION CORNER

MONUMENT

EXIST REBAR AND CAP

SET ENSIGN REBAR AND CAP

WATER METER

WATER MANHOLE

WATER VALVE

FIRE HYDRANT

SECONDARY WATER VALVE

IRRIGATION VALVE

SANITARY SEWER MANHOLE

STORM DRAIN CLEAN OUT

STORM DRAIN CATCH BASIN

STORM DRAIN COMBO BOX

STORM DRAIN CULVERT

SIGN

ELECTRICAL BOX

UTILITY MANHOLE

UTILITY POLE

LIGHT

ADJACENT RIGHT OF WAY

RIGHT OF WAY

CENTERLINE

PROPERTY LINE

ADJACENT PROPERTY LINE

DEED LINE

TANGENT LINE

EXIST DITCH FLOW LINE

FENCE

EDGE OF ASPHALT

EXISTING CONTOURS

CONCRETE

BUILDING

PUBLIC DRAINAGE EASEMENT

CABLE BOX

TELEPHONE BOX

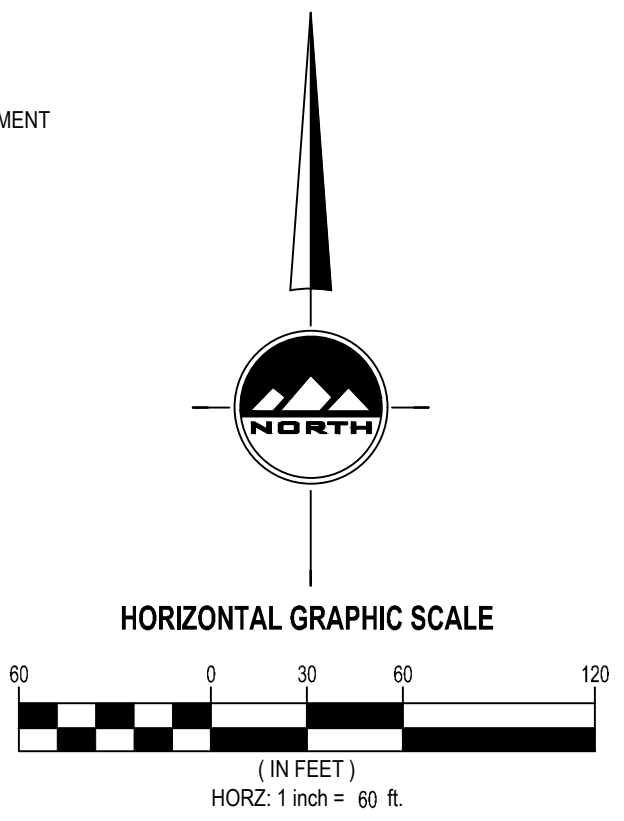
GAS METER

TREE

SHRUB

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

EAST QUARTER CORNER OF SECTION 33
TOWNSHIP 3 SOUTH, RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN
(FOUND 2" PIPE WITH BRASS CAP DATED 1982)



LOCATED IN THE NORTH HALF
OF SECTION 33
TOWNSHIP 3 SOUTH, RANGE 4 WEST
SALT LAKE BASE AND MERIDIAN

ENSIGN

THE STANDARD IN ENGINEERING

TOOELE

169 N. Main St, Unit 1

Tooele, UT 84074

Phone: 435.843.3590

SANDY

Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

TOOELE CITY PARKS & RECREATION

3 CANYON ROAD

TOOELE, UT

CONTACT:

DARWIN COOK

PHONE: 435-843-2143

RON HALL BOUNDARY LINE AGREEMENT
3 CANYON ROAD
TOOELE, UTAH

PROFESSIONAL LAND SURVEYOR

1-29-24

No. 12609604

Haden Langston

STATE OF UTAH

BOUNDARY SURVEY

PROJECT NUMBER
T1444F

PRINT DATE
2024-01-29

PROJECT MANAGER
D.KINSMAN

DESIGNED BY
N.PETERSEN

EXHIBIT C

DRAFT PLANNING COMMISSION MINUTES

**Tooele City Planning Commission
Business Meeting Minutes**

Date: September 9, 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:

Jon Gossett
Ed Hansen

Staff Present:

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

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Hamilton opened the meeting at 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
Tyson Hamilton, Present

Chairman Hamilton advised that agenda Item No. 7, the Perry Homes Compass Point Village subdivision proposal, was not ready for consideration. At the applicant's request, the item was removed from the agenda and is anticipated to be heard at a future public meeting.

3. **Public Hearing and Recommendation on a request for a Zoning Map Amendment to remove the Sensitive Area Overlay from three parcels located at approximately 695 South Main Street and 598 South Canyon Road on a combined total of 2.02 acres located in the Open Space & MU-160 Multiple Use Zones and the R1-7 Residential zoning district.**

Ms. Anglin presented a request to remove the sensitive area overlay from approximately 2.02 acres located near 600 South Canyon Road and 695 South Main Street. The properties have R17, MU-160, and Open Space zoning, with the underlying zoning remaining unchanged. The applicant stated that removing the overlay would facilitate a proposed subdivision on the Canyon Road property.

Ms. Anglin explained that removal of the overlay would not eliminate other development requirements. Geotechnical, drainage, grading, access, foundation, slope, and other site-specific issues would continue to be reviewed through the subdivision and development process. Portions of the property have slopes exceeding 30%, and the Canyon Road parcel has undergone significant excavation without the required permits. Staff recommended that any necessary geotechnical reports, slope analyses, or engineering studies identified through DRC review be completed before development.

The properties are designated Medium Density Residential (MDR) on the General Plan, and the proposed single-family residential use is generally consistent with that designation. One property also contains areas within a floodplain.

Commissioner Proctor asked about drainage concerns in the area. Mr. Hansen, City Engineer explained that drainage and the existing FEMA channel, which carries overflow from Settlement Canyon Reservoir, would be evaluated during the development review process. Any development within the floodplain or modifications to the FEMA channel would require the appropriate FEMA approval.

Ms. Anglin emphasized that the Planning Commission's action would be a recommendation to the City Council, which will make the final decision on the zoning map amendment.

Chairman Hamilton opened the public hearing at 7:09 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:09 p.m.

Chairman Hamilton invited the applicant to provide any additional comments; the applicant had none.

Motion: Commissioner Anderson moved to forward a positive recommendation to the City Council for the East Hall's Hollow Zoning Map Amendment Request by Ronald Hall and Douglas Kinsman to remove the sensitive Area Overlay from the subject properties, application number 2026068, based on the findings listed in the Staff Report dated September 3, 2026. Commissioner Jensen seconded the motion.

Commissioner Sloan asked whether there were any additional findings of fact to be considered beyond those recommended by staff. Commissioner Anderson confirmed that he was satisfied with the listed findings and noted that the site-specific engineering requirements were particularly important to him. Chairman Hamilton confirmed with Commissioner Jensen that he remained in agreement with the second. No further discussion was held before the vote.

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 7-0.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Steve Laird, property owner, to allow construction of a detached garage that would cause the total lot coverage of accessory buildings to exceed the maximum 8% permitted by the zoning ordinance. The subject property is located at 576 Park Hill, consists of approximately 0.45 acres, and is zoned R1-12 Single-Family Residential.**

Ms. Anglin presented a conditional use permit application from Stephen Laird to construct a detached garage of approximately 1,587 square feet. An existing 100-square-foot detached shed is also located on the property, resulting in approximately 8.6% detached accessory structure coverage, which exceeds the 8% maximum allowed by City Code and requires a conditional use permit.

Ms. Anglin advised that the proposed garage would be located in the rear yard west of the residence and would comply with required setbacks, public utility easements, and the required six-foot separation from the primary dwelling. Although the detached accessory structures exceed the 8% accessory structure coverage limitation, the overall lot coverage would remain well below the 35% maximum permitted in the R1-12 zone, with approximately 24% total lot coverage.

Ms. Anglin reviewed the surrounding neighborhood and noted that detached garages and accessory structures of varying sizes are common in the area. Planning Staff did not anticipate significant adverse impacts to neighboring properties. Planning Staff recommended approval of the conditional use permit, subject to the two conditions outlined in the staff report, including limiting total detached accessory structure coverage to 9% and requiring the proposed garage to complete the standard building permit and inspection process.

During discussion, Commissioner Sloan clarified that the applicant is his next-door neighbor but stated that he did not have a conflict of interest and would not receive any benefit from the application. No other questions or concerns were raised.

Chairman Hamilton opened the public hearing at 7:16 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:16 p.m.

Motion: Commissioner Proctor moved to approve the Conditional Use Permit Request by Steven

Laird, for the purpose of permitting a detached accessory structure to exceed the 8% total lot coverage restrictions, application number 2026067, based on the findings and subject to the conditions listed in the Staff Report dated September 1, 2026. Commissioner Hammer 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 7-0.

5. **Public Hearing and Decision to consider a Conditional Use Permit request by Kevin Watson, representing Chick-Fil-A Restaurants, to authorize the use of an “Accessory Drive Through Facility” for property located at approximately 967 North Main Street on approximately 1.67 acres in the GC General Commercial zoning district.**

Ms. Anglin presented a conditional use permit application for a proposed Chick-fil-A restaurant with an accessory drive-through facility at approximately 967 North Main Street. The approximately 1.6-acre property is currently vacant and is located in the GC (General Commercial) Zone, with a Regional Commercial designation in the General Plan.

She clarified that the conditional use permit request is specifically for the drive-through facility and does not constitute approval of the final site plan, landscaping, engineering, or building plans, which will be reviewed through the City's site plan and permitting processes.

The proposed development would utilize an existing shared driveway easement south of the property, providing connections to Main Street and 1000 North. No direct access to a public street is proposed. The preliminary site plan includes two access points and a two-lane drive-through with circulation generally operating counterclockwise around the building. Staff noted that the applicant has submitted a maintenance agreement for the shared access.

Planning Staff recommended approval subject to the findings and conditions outlined in the staff report, including compliance with applicable engineering, public works, building, and fire requirements; maintenance of the shared access easement; and the ability to require supplemental landscaping if necessary to mitigate impacts associated with the drive-through. Planning Staff determined that the proposal is consistent with the General Plan and surrounding zoning and that the proposed conditions would mitigate reasonably anticipated detrimental effects.

Chairman Hamilton opened the public hearing at 7:21 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:22 p.m.

Jeremiah Cover, 4G Development, introduced himself and Sabrina Wright, representing Chick-fil-A. He stated that they were excited about the project and available to answer any questions from the Planning Commission.

The Planning Commission had no questions for the applicant. Chairman Hamilton then brought the item back to the Planning Commission for any additional questions, comments, or concerns.

Motion: Commissioner Proctor moved to approve the Conditional Use Permit request by Kevin Watson, representing Chick-Fil-A, Inc, to authorize an “Accessory Drive Thru Facility” for the commercial development located at 967 N. Main Street, application number 2026063, based on the finding and subject to the conditions listed in the Staff Report dated September 1, 2026.

Commissioner Sloan 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 7-0.

6. **Public Hearing and Decision to consider a Conditional Use Permit request by Steve Mros, representing Awesome Auto Repair, to authorize the use of “Automobile Repair” to occur at the property located at 310 East 2000 North in the General Commercial (GC) zoning district on .73 acres.**

Ms. Anglin presented a conditional use permit application for automobile service and repair at an existing commercial property in the GC (General Commercial) Zone. The property has accommodated various commercial uses and is designated Light Industrial in the General Plan. Staff noted that the surrounding area contains a mix of commercial and industrial zoning and that automobile service and repair is also permitted in the Light Industrial districts. Planning Staff determined that the proposed use is compatible with the surrounding zoning, General Plan designation, and existing development pattern.

The site has existing parking areas and access from 2000 North and Progress Way. Planning Staff identified vehicle storage as a potential concern and recommended that vehicles awaiting repair, particularly those remaining on-site for extended periods, be stored within the existing fenced area at the rear of the property to minimize visibility. Planning Staff also recommended providing adequate off-street parking, including at least one ADA-compliant parking stall, and ensuring that any new lighting minimizes glare and light pollution, particularly for traffic along SR 36.

Planning Staff determined that the reasonably anticipated impacts could be adequately mitigated through the three proposed conditions and recommended approval of the conditional use permit.

During discussion, Commissioner Sloan asked whether the accessible parking requirement referred to an ADA-compliant stall, which Ms. Anglin confirmed. Commissioner Anderson asked where vehicles awaiting repair would be stored and whether they would be visible from the street. Ms. Anglin explained that long-term vehicle storage would be required to remain behind the existing fence at the rear of the property. The Planning Commission discussed the property's existing topography and screening and noted that vehicles are not readily visible from the street. Ms. Anglin clarified that the vehicle-storage condition was intended to address situations involving vehicles that may remain on-site for an extended period while awaiting parts or repairs.

Chairman Hamilton opened the public hearing at 7:29 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:29 p.m.

Steve Mros, the applicant, addressed the Planning Commission and stated that he was available to answer questions regarding the proposed use. In response to a question from the Planning Commission, Mr. Mros clarified that the proposal was an addition rather than a relocation.

Mr. Mros explained that the business had grown quickly and that the additional space was needed to accommodate the growth. He stated that the business did not anticipate adding significant lighting, as its existing security system provides adequate nighttime security. He also indicated that signage would consist of downward-facing, drop-lit signs. He confirmed that vehicles awaiting repair would be stored toward the rear of the property and not in front of the building.

Mr. Mros asked for clarification regarding the required accessible parking stall. Planning Staff explained that the requirement was for an ADA-compliant parking space and advised that the space must meet applicable ADA requirements, including any required dimensions, markings, and signage.

No further questions were raised by the Commission.

Motion: Commissioner Jensen moved to approve the Conditional Use Permit request by Steve Mros, to authorize the use of “Automobile Service and Repair” to occur at the subject property, application number 202669, based on the findings and subject to the conditions listed in the Staff Report dated September 1, 2026. Commissioner Sloan 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 7-0.

7. **Decision on a Preliminary Subdivision Plan request by Perry Homes, Inc., for the Compass Point Village 5 subdivision proposed to be located at 3072 N 400 West consisting of 181 residential lots on 21.75 acres in the Compass Point RSD zoning district.**

Chairman Hamilton reminded the Planning Commission and the public that Item No. 7 had been stricken from the agenda pending completion of the applicant’s work on the item.

8. **City Council Reports**

Councilman Gossett reported that the City Council recently approved architectural standards for commercial development, noting that the Planning Commission’s questions and feedback helped refine the standards before they were presented to the City Council.

He also reported that the City is investing millions of dollars in improvements to the wastewater facility. Additionally, the Compass Point Commercial Special District (CSD) was approved. Councilman Gossett also noted that the City Council approved an increase to the Planning Commission members’ compensation for attending meetings. He thanked staff and the Planning Commission for their work and contributions to these items.

9. **Review and Decision – August 26, 2026 Planning Commission Meeting Minutes.**

There were no corrections to the minutes.

Commissioner Proctor moved to approve the August 26, 2026 Planning Commission Meeting Minutes. Commissioner Hammer seconded the minutes. 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.

10. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:36 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

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.

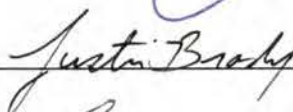
2nd September, 2026

TOOELE CITY COUNCIL

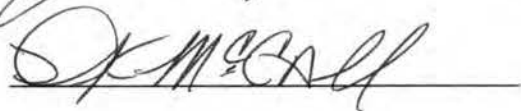
(For)

(Against)







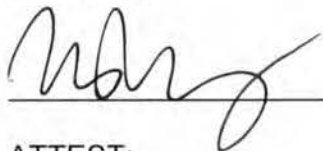


ABSTAINING: _____

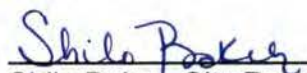
MAYOR OF TOOELE CITY

(Approved)

(Disapproved)



ATTEST:



Shilo Baker, City Recorder

SEAL



Approved as to Form:



Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

[GENERAL INDENTURE]

**TOOELE CITY, TOOELE COUNTY, UTAH
SEWER REVENUE BONDS**

GENERAL INDENTURE OF TRUST

Dated as of December 1, 1997

**ZIONS FIRST NATIONAL BANK
as Trustee**

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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 AA+ to A, AA+, AA, or AA- 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 of 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 of 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 collection 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. Expedition 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.

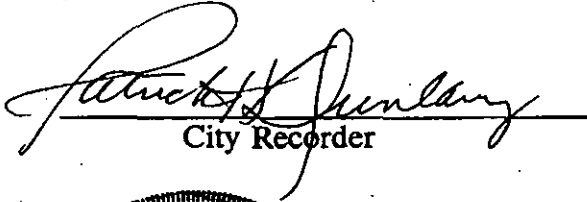
Section 11.11. Compliance with Municipal Bond Act and Refunding Bond Act. It is hereby declared by the Issuer's City Council that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Utah Municipal Bond Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

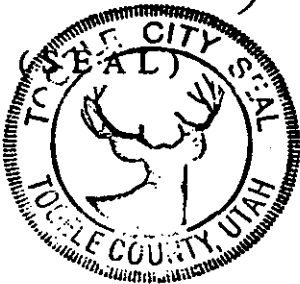
IN WITNESS WHERE, the parties hereto have caused this Indenture to be dated
as of the 1st day of December, 1997.

TOOELE CITY, TOOELE COUNTY,
UTAH, as Issuer


Mayor

ATTEST:


City Recorder

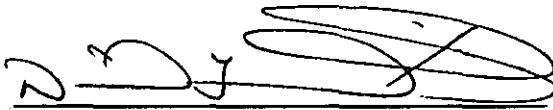


ZIONS FIRST NATIONAL BANK, as
Trustee

By: 

Title: _____

ATTEST:



Title _____



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 _____

APPROVED:
STATE OF UTAH WATER QUALITY BOARD

Its: _____

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**

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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:

WITNESSETH

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 84111

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

<u>PERSON OR FIRM</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
	\$ _____	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 (<u>June 1</u>)	Principal <u>Amount</u> \$	Interest <u>Rate</u> %	<u>Yield</u> %	<u>Price</u> %
------------------------------------	----------------------------------	------------------------------	-------------------	-------------------

(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]

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

<u>Due</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP**</u>
	\$			

[\$ _____ % 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.

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§[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	<u>\$</u>

Uses of Funds

Deposit to Series 2026 Acquisition/Construction Account.....	\$
Costs of Issuance ⁽¹⁾	
Total Uses	<u>\$</u>

⁽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.

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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.

<u>Fiscal Year</u>	<u>Series 2026 Bonds</u>		<u>Total Principal and Interest</u>	<u>Outstanding Parity Bonds⁽¹⁾</u>	<u>Fiscal Total</u>
	<u>Principal*</u>	<u>Interest</u>			
	— \$			\$	

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 _____, 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.

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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 <u>Year</u>	<u>Residential</u>	Commercial/ <u>Industrial</u>	Total <u>Connections</u>	Percent Change from <u>Prior Year</u>	Peak Daily Flows <u>(MGD)</u>	Average Daily Flows <u>(MGD)</u>
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:

<u>Name of User</u>	<u>Revenues</u> \$	<u>Percent of Total</u> ⁽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.

	<u>Rate/Fee</u>
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:

<u>Type</u>	<u>Fee</u>
<i>4" Connection</i>	
First Unit	\$
Second Unit	
<i>6" Connection</i>	
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

<u>Series</u>	<u>Purpose</u>	<u>Original Amount</u>	<u>Final Maturity Date</u>	<u>Principal Balance Outstanding</u>
2012	City Hall/Street Lighting	\$8,990,000	October 15, 2038	<u>\$4,390,000</u>

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.

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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 \$ [REDACTED] 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 \$ [REDACTED].

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 2026-70

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to maintain and improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Department seeks to acquire a Honda NT 1100 police motorcycle to enhance its law enforcement operations and public safety capabilities; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$22,870.00 in Edward Byrne Justice Assistance Grant funding has been set aside for a Honda NT 1100 police motorcycle; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this Resolution and the funding it authorizes are in the best interest of Tooele City and further the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for a Honda NT 1100 police motorcycle.

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 2026-71

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2026 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$22,870.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for a Honda NT 1100 police motorcycle, as described in Resolution 2026-70; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2026-70; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the interlocal agreement attached as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Interlocal Agreement

THE STATE OF UTAH
COUNTY OF TOOELE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOOELE, AND COUNTY OF TOOELE,**

2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2026, by and between The COUNTY of Tooele, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 11-13-101 U.C.A. et seq. and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for the 2026 Edward Byrne Program until September 30, 2027.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

The terms of this agreement shall be coterminous with the 2026 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

Maresa T. Manzione, Mayor

James A. Welch, County Manager

ATTEST:

Shilo Baker, City Recorder

Deputy County Attorney

Approved as to Form:

Matthew C. Johnson, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2026-72

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HANSEN, ALLEN & LUCE, INC., FOR THE TOOELE EAST VALLEY WATER SOURCE AND WATER RIGHTS STUDY.

WHEREAS, Tooele City owns, operates, and maintains its own culinary water system, including water rights, for the distribution of culinary water to its residences and businesses; and,

WHEREAS, Tooele City continues to experience growth and, because the region is primarily arid, a study of the City's water rights and water source inventories and capabilities is critical in meeting the demands of this continuing growth; and,

WHEREAS, the City Administration desires to retain Hansen, Allen & Luce, Inc., (HAL) to perform the Tooele East Valley Water Source and Water Rights Study, and HAL has prepared a detailed scope of work and a cost proposal of \$58,000 (see the Agreement and Scope of Work attached as Exhibit A); and,

WHEREAS, the Agreement attached as Exhibit A is a contract for professional services, and HAL was selected in accordance with the Tooele City Corporation Purchasing Policy and Procedures:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with HAL for the Tooele East Valley Water Source and Water Rights Study is hereby approved, and that the Mayor is hereby authorized to execute the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

HAL Agreement and Scope of Work

HANSEN, ALLEN & LUCE, INC.
ENGINEERING SERVICES AGREEMENT

THIS ENGINEERING SERVICES AGREEMENT (this "AGREEMENT") is made and entered into as of the 21st day of August, 2026, by and between TOOELE CITY CORPORATION ("CLIENT") and HANSEN, ALLEN & LUCE, INC., a Utah corporation authorized to do business in Utah ("HAL"), who agree as follows:

1. PROJECT. CLIENT desires to engage HAL to provide engineering, technical, and other services as described below in connection with CLIENT'S project (the "PROJECT"). The PROJECT is described as follows Tooele East Valley Water Source and Water Rights Study

The site of the PROJECT (the "PROJECT SITE") is located as follows: Tooele, Utah.

2. SCOPE OF SERVICES. HAL shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Hansen, Allen & Luce, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto as Exhibit A, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit B. HAL shall not be responsible to provide any services not expressly contained in the STANDARD TERMS or the SCOPE OF SERVICES.

3. FEES. CLIENT shall reimburse HAL for services provided under this AGREEMENT on an hourly billing rate plus reimbursable expenses basis, with an estimated fee of \$58,000.00 in accordance with the HAL Standard Fee Schedule ("FEE SCHEDULE") attached. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to HAL in accordance with this AGREEMENT and FEE SCHEDULE.

4. SCHEDULE. SERVICES are anticipated to be completed within 5 months of receiving written authorization from the CLIENT to HAL to proceed and receiving any necessary client provided data.

5. ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

6. CLIENT has read and understood the terms and conditions set forth on this AGREEMENT, the STANDARD TERMS, and all ATTACHMENTS and EXHIBITS and agrees that such items are hereby incorporated into and made a part of this AGREEMENT.

IN WITNESS WHEREOF, CLIENT and HAL have executed this AGREEMENT as of the date first above written.

CLIENT: TOOELE CITY CORPORATION

HANSEN, ALLEN & LUCE, INC.

By: _____

By: _____

Its: _____

Its: Senior Principal

EXHIBIT A
HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS

The standard terms and conditions set forth herein are attached to and made a part of the Engineering Services Agreement (the "AGREEMENT") between Hansen, Allen & Luce, Inc. ("HAL"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

ARTICLE 1. SERVICES. The SERVICES to be provided by HAL are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit B.

ARTICLE 2. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by HAL within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided, however, if interest provided in this ARTICLE 2 exceeds the maximum interest allowed under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by HAL, CLIENT shall so advise HAL in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then HAL shall be paid for work performed prior to HAL's receiving or issuing written notice of such termination and in addition HAL shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 3. RIGHT OF ENTRY. CLIENT grants a right of entry to the PROJECT SITE to HAL, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing services, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

ARTICLE 4. PERMITS AND LICENSES. CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and HAL's activities at the PROJECT SITE.

ARTICLE 5. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by HAL for the proper performance of the SERVICES. HAL shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that HAL shall be permitted at HAL's discretion to retain copies of such documents for HAL's files. The CLIENT acknowledges HAL's documents (including but not limited to data, reports, Drawings, Specifications, Record Drawings, and other deliverables) as instruments of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the CLIENT upon completion of the work and payment in full of all monies due to HAL. The CLIENT shall not reuse or make any modifications to the documents without prior written authorization of HAL. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HAL harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by the CLIENT or any person or entity that acquires or obtains the documents from or through the CLIENT without the written authorization of HAL.

CLIENT shall not rely in any way on any Document unless it is signed or sealed by HAL or one of its Consultants. Files, tests, data, graphics, or other media that are furnished by one party to the other that are not signed or sealed by HAL are furnished only for convenience. Any conclusions or information obtained or derived from such files will be at the user's sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. When transferring documents in electronic media format,

the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

ARTICLE 6. OPINIONS REGARDING COST. In providing opinions of probable construction cost, the CLIENT understands that HAL has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of HAL's qualifications and experience. HAL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to the bid or actual costs.

ARTICLE 7. INDEMNITY. HAL hereby agrees to indemnify and hold harmless CLIENT and CLIENT's officers, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by any negligent acts, errors or omissions of HAL or HAL's consultants of any tier, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES. CLIENT hereby agrees to indemnify and hold harmless HAL and HAL's consultants of any tier and their officers, directors, employees, agents, successors and assigns from and against any and all losses, damages and liabilities to the extent caused by the negligent acts, errors or omissions of CLIENT or CLIENT's other consultants or contractors, or their officers, employees or agents, with respect to the AGREEMENT or the performance of HAL's SERVICES.

Notwithstanding any provision of the AGREEMENT to the contrary, HAL shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by HAL. CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold HAL and its officers, employees, contractors, and representatives harmless from all costs and liability (including without limitation attorney's fees, witness costs, courts costs, labor and direct expenses, losses and judgements) resulting from construction PROJECTS if HAL is not retained to perform construction phase services on the PROJECT, or for claims brought by third parties that are found to be without merit as to HAL. CLIENT shall have the right to investigate, negotiate and settle, with HAL's concurrence, any such suit or claim.

ARTICLE 8. INSURANCE.

- (A) HAL shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "VII" or higher, or (ii) otherwise being acceptable to CLIENT with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.
- (1) Workers' Compensation Insurance: Statutory workers' compensation insurance. Such insurance shall also include employer's liability insurance in a limit of no less than \$1,000,000. No owner or officer may be excluded.
 - (2) General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, and independent contractors with a \$1,000,000 minimum limit per occurrence for combined bodily injury and property damage, provided the general policy aggregate shall apply separately to HAL on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit. HAL shall provide a certificate of insurance verifying completed operations coverage for a period of not less than two years after project completion.
 - (3) Automobile Liability Insurance: Automobile liability insurance for HAL's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of HAL, with a \$1,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
 - (4) Professional Liability Insurance: Professional liability insurance for HAL's liability arising out of the rendering professional advice, including design and engineering work on the CLIENT's behalf in an amount not less than \$2,000,000 each claim, \$2,000,000 aggregate.
 - (5) Excess Liability Insurance: The amounts of insurance required in the foregoing subsections (1), (2), (3), (4), this subsection may be satisfied by HAL purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above.

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

(B) Evidence of Insurance: Upon request, HAL will furnish CLIENT with copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the insurance required to be maintained by HAL.

ARTICLE 9. FORCE MAJEURE. HAL is not responsible for damages or delays in performance caused by factors beyond HAL's control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of HAL's services or work product promptly, or delays cause by faulty performance by CLIENT or by contractor(s) or any level. When such delays beyond HAL's reasonable control occur, the CLIENT agrees HAL is not responsible for damages, nor shall HAL be deemed to be in default of this AGREEMENT.

ARTICLE 10. CORPORATE PROTECTION. It is intended by the parties to this AGREEMENT that HAL's professional services in connection with the project shall not subject HAL's individual employees, officers or directors to any personal legal exposure for the risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HAL, a Utah corporation, and not against any of HAL's employees, officers or directors.

ARTICLE 11. EXTENSION OF PROTECTION. The CLIENT agrees to extend any and all liability limitations and indemnifications provided by the CLIENT to HAL to those individuals and entities HAL retains for performance of the services under this AGREEMENT, including but not limited to HAL's officers and employees and their heirs and assigns, as well as HAL's consultants and their officers, employees, heirs and assigns.

ARTICLE 12. STANDARD OF CARE. The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed.

ARTICLE 13. GOVERNING LAW. The CLIENT and HAL agree that all disputes arising out of or in any way connected to this AGREEMENT, its validity, interpretation and performance and remedies for breach of contract, or any other claims related to this AGREEMENT shall be governed by the laws of the State of Utah.

ARTICLE 14. MEDIATION. In an effort to resolve any conflicts that arise during the design or construction of the PROJECT or following the completion of the PROJECT, the CLIENT and HAL agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

ARTICLE 15. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim: provided, however, no legal actions shall be asserted by CLIENT or HAL after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 16. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of HAL for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of HAL except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 17. CHANGES. CLIENT may make or approve changes by written change order within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the current FEE SCHEDULE.

ARTICLE 18. TERMINATION. Either the CLIENT or HAL may terminate this AGREEMENT at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within thirty (30) calendar days of termination pay HAL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this AGREEMENT.

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

ARTICLE 19. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and HAL shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and HAL and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 22. CONTRACTOR AND JOB-SITE SAFETY. If contractor(s) are involved in the PROJECT, HAL shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the professional activities of HAL, nor the presence of HAL or his or her employees and consultants at a construction site, shall relieve the contractor(s) and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HAL and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. HAL shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and HAL shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE. The CLIENT agrees that the contractor(s) are solely responsible for jobsite safety, and warrants that this intent shall be made evident in the CLIENT's agreement with the contractor(s). The CLIENT also agrees that CLIENT, HAL and HAL's consultants shall be indemnified and shall be made additional insureds under the contractor(s) general liability insurance policy.

ARTICLE 23. NO SUPERVISION OR REPORTING DUTIES. HAL shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall HAL be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 24. SHOP DRAWING REVIEW. HAL shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose for checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HAL's review shall be conducted with reasonable promptness while allowing sufficient time in HAL's judgment to permit adequate review. Review of a specific item shall not indicate that HAL has reviewed the entire assembly of which the item is a component. HAL shall not be responsible for any deviations from the Construction Documents not brought to the attention of HAL in writing by the Contractor. HAL shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

ARTICLE 25. HAZARDOUS MATERIALS. As used in this AGREEMENT, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the PROJECT SITE

ARTICLE 26. HAZARDOUS MATERIALS - SUSPENSION OF SERVICES. Both parties acknowledge that HAL's SCOPE OF SERVICES does not include any services related to the presence of any hazardous or toxic materials. In the event HAL or any other party encounters any hazardous or toxic materials, or should it become known to

HANSEN, ALLEN & LUCE, INC.
STANDARD TERMS AND CONDITIONS (cont.)

HAL that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HAL's services, HAL may, at its option and without liability for consequential or any other damages, suspend performance of its services under this AGREEMENT until the CLIENT retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 27. HAZARDOUS MATERIALS INDEMNITY. The CLIENT agrees, notwithstanding any other provision of this AGREEMENT, to the fullest extent permitted by law, to indemnify and hold harmless HAL, its officers, partners, employees and consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, or about or adjacent to the PROJECT SITE, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of HAL.

EXHIBIT B
SCOPE OF SERVICES
Tooele City
East Valley Water Source and Water Rights Study

Project Understanding

Hansen, Allen & Luce, Inc. (HAL) will provide Tooele City (City) with an evaluation of possible new water source locations in eastern Tooele Valley. This evaluation will include a review of current groundwater conditions for the purpose of identifying a potential new water supply well location. The evaluation will also include review of the 13 Kennecott Agreement Water Rights to identify how these rights could potentially be used as the water rights for the new well(s).

Work Plan

The recommended scope of services is as follows:

TASK 100 Kennecott Water Right Assessment

Objective: Assess available 13 Kennecott water rights owned by the City and their potential use for a new City well.

Activities:

101. General project coordination and communication with Tooele City. Project management. Receive phone calls and emails. Prepare email responses. Answer questions.
102. Start-up meeting to discuss City goals, water rights and recent water right work. Discuss additional relevant water data created within the last 5 years.
103. Evaluate each water right to understand potential diversion and depletion quantities and priority dates. Develop a strategy to implement the water rights for new source development.
104. Review of groundwater management plan for Area 15 to identify applicable requirements and constraints.
105. Prepare mapping to show current and possible future points of diversion, places of use and use type categories.
106. Prepare a summary technical memorandum to discuss methods, findings and recommendations.

Deliverables:

- Technical memorandum

TASK 200 East Side Groundwater Evaluation and Well Siting Study

Objective: Evaluate groundwater conditions and identify potential well sites for future groundwater development.

Activities:

201. General project coordination and communication with Tooele City. Project management. Receive phone calls and emails. Prepare email responses. Answer questions.
202. Review existing documents, studies and other related literature to identify work that has already been performed which can contribute to this study.
203. Review available published data to identify areas with expected good water quality.
204. Review available published data to identify areas with expected good hydraulic conductivity, which indicates the ability to produce water.
205. Review well driller's reports in key areas for information on water quality and well yield.
206. Research currently available data for the ARCO site. Review data. Identify current water quality trends based on best available information. It is understood from previous conversations with you that the EPA will not allow a well within the ARCO conservation boundary. However, data collected by others from the ARCO site may indicate off site groundwater quality concerns that could affect the success of a new well nearby.
207. Assess drinking water source protection requirements. Review existing sewers and on-site wastewater disposal sites as potential contamination sources.
208. Identify several wells sites that appear promising based on the available data.
209. Evaluate interference potential and predicted drawdown of potential well sites by using the existing USGS groundwater model and the Utah Division of Water Rights database.

- 210. Prepare prioritized list of potential well locations based on hydrogeology and water right considerations.
- 211. Conduct a Teams meeting with City to discuss results and recommendations.
- 212. Prepare a technical memorandum to discuss methods, findings and recommendations.

ASSUMPTIONS

- 1. Water rights and groundwater evaluation efforts will focus on an area east of Tooele City.
- 2. HAL does not anticipate performing site visits or field work.
- 3. An evaluation of 13 water rights is included in the scope of work and budget.
- 4. Coordination meetings will be held remotely or at HAL offices.

STANDARD FEE SCHEDULE 2026

PERSONNEL CHARGES

Client agrees to reimburse Hansen, Allen & Luce, Inc. (HAL), for personnel hourly rates related to the completion of the project, in accordance with the following:

Managing Professional III	\$250
Managing Professional II	\$240
Managing Professional I	\$227
Senior Professional III	\$215
Senior Professional II	\$206
Senior Professional I	\$190
Professional III.....	\$180
Professional II.....	\$168
Professional I.....	\$157
Professional Intern II.....	\$147
Professional Intern I.....	\$139
Environmental Scientist II	\$149
Environmental Scientist I	\$131
Engineering Student Intern	\$90
Water Resource Specialist II	\$164
Water Resource Specialist I	\$153
Professional Geologist II.....	\$183
Professional Geologist I.....	\$168
Geologist.....	\$154
GIS Specialist.....	\$150
Senior Designer.....	\$152
Designer.....	\$139
Senior Field Technician	\$169
Field Technician	\$110
CAD Operator.....	\$121
Administrative Assistant	\$84
Professional Land Surveyor.....	\$175
1 Man GPS Surveying Services.....	\$190
Grout Seal Witness.....	\$200
Drone Pilot	\$230
Expert Legal Services.....	\$375

DIRECT CHARGES

Client also agrees to reimburse HAL for all other costs related to the completion of the project.

Charges shall include, but not be limited to, the following:

Communication, Computer, Reproduction	\$7 per labor hour
Out-of-town per diem allowance (lodging not included)	\$80 per day
Vehicle	\$0.74 per mile
Outside consulting and services	Cost plus 10%
Other direct expenses incurred during the project	Cost plus 10%
Trimble GPS Unit	\$165 per day
Data Logger/Transducer.....	\$165 per week
Credit Card Payment Fee	3% of Payment Amount

INTEREST CHARGE AFTER 30 DAYS FROM INVOICE DATE..... 1.5% per month

Note: Annual adjustments to personnel and expense charges will occur in January of each year.

HAL PROPOSAL SPREADSHEET



CLIENT: Tooele City
PROJECT: East Side Water Development Study

Pha Task #	Task Activity	Billing Period	Hours									Total Hours	Labor Cost	Communications /Office Expense	Miles Travel	Direct Expense	Expense Cost	Total HAL Cost with Contingency & Rate Inc.	Outside Expense	COMMENT
			Man Prof III	Man Prof I Ben/Lance	PG1 Kate	PI1/2 TBD	Surveying	CAD	PI1 Sophia	Sr Prof I Celinda	Admin Asst									
I KENNECOTT WATER RIGHT ASSESSMENT																				
100		1								2	2	\$168.00	\$14.00			\$14.00	\$200.20			
101	General project coordination and communication	1		4					1	2		7	\$1,427.00	\$49.00			\$49.00	\$1,623.60		
102	Start-up meeting and workshop	1		2						2		4	\$834.00	\$28.00			\$28.00	\$948.20		
103	Water Right Evaluation	1		4					52	12		68	\$10,416.00	\$476.00			\$476.00	\$11,981.20		
104	Area 15 groundwater management plan review	1		1					4	4		9	\$1,543.00	\$63.00			\$63.00	\$1,766.60		
105	Water use mapping	1							16	8		24	\$3,744.00	\$168.00			\$168.00	\$4,303.20		
106	Summary technical memorandum	1		3					24	8		35	\$5,537.00	\$245.00			\$245.00	\$6,360.20		
107		1										0	\$0.00	\$0.00			\$0.00	\$0.00		
200	Quality Control (QC) / Quality Assurance (QA)	1	1							2		3	\$630.00	\$21.00			\$21.00	\$716.10		
SUBTOTAL HOURS/UNITS:			1	14	0	0	0	0	97	38	2	152		\$1,064.00	0	0				
SUBTOTAL:			\$250.00	\$3,178.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,483.00	\$7,220.00	\$168.00		\$24,299.00	\$1,064.00	\$0.00	\$0.00	\$1,064.00	\$27,899.30	\$0.00	Subconsultant Cost

II EAST SIDE GROUNDWATER EVALUATION AND WELL SITING

200		1									2	2	\$168.00	\$14.00			\$14.00	\$200.20		
201	General project coordination and communication	1		4		2						6	\$1,202.00	\$42.00			\$42.00	\$1,368.40		
202	Review existing documents, studies, and other related literature	1		2		4						6	\$1,042.00	\$42.00			\$42.00	\$1,192.40		
203	Review available published water quality data	1		2		8						10	\$1,630.00	\$70.00			\$70.00	\$1,870.00		
204	Review available published hydraulic conductivity data	1		1		8						9	\$1,403.00	\$63.00			\$63.00	\$1,612.60		
205	Evaluate well driller's reports	1		2		8						10	\$1,630.00	\$70.00			\$70.00	\$1,870.00		
206	Research and review ARCO site data	1		1		8						9	\$1,403.00	\$63.00			\$63.00	\$1,612.60		
207	Assess DWSP requirements	1		2		6						8	\$1,336.00	\$56.00			\$56.00	\$1,531.20		
208	Identify several potential well sites	1		6		8						14	\$2,538.00	\$98.00			\$98.00	\$2,899.60		
209	Evaluate interference potential of potential well sites	1		4	8	16						28	\$4,604.00	\$196.00			\$196.00	\$5,280.00		
210	Prepare a prioritized list	1		2		12						14	\$2,218.00	\$98.00			\$98.00	\$2,547.60		
211	Conduct an MS Teams meeting to discuss results	1		3		3						6	\$1,122.00	\$42.00			\$42.00	\$1,280.40		
212	Prepare a technical memorandum	1		8		24						32	\$5,344.00	\$224.00			\$224.00	\$6,124.80		
213		1										0	\$0.00	\$0.00			\$0.00	\$0.00		
214		1										0	\$0.00	\$0.00			\$0.00	\$0.00		
299	Quality Control (QC) / Quality Assurance (QA)	1	2									2	\$500.00	\$14.00			\$14.00	\$565.40		
SUBTOTAL HOURS/UNITS:			2	37	8	107	0	0	0	0	2	156		\$1,092.00	0	0				
SUBTOTAL:			\$500.00	\$8,399.00	\$1,344.00	\$15,729.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168.00		\$26,140.00	\$1,092.00	\$0.00	\$0.00	\$1,092.00	\$29,955.20	\$0.00	Subconsultant Cost

TOTAL HOURS BY EMPLOYEE: 3 51 8 107 0 0 97 38 4

PHASE	TASK	Labor	Direct Exp	Subtotal	Subconsultant	SubTotal with Contingency
		Costs	Cost	w/Contingency	Costs	
I	KENNECOTT WATER RIGHT ASSESSMENT	\$24,299.00	\$1,064.00	\$27,899.30	\$0.00	\$27,899.30
II	EAST SIDE GROUNDWATER EVALUATION AND WELL SITING	\$26,140.00	\$1,092.00	\$29,955.20	\$0.00	\$29,955.20
TOTAL w/Contingency:		\$55,482.90	\$2,371.60	\$57,854.50	\$0.00	\$57,854.50

Recommended budget \$58,000

TOOELE CITY CORPORATION

RESOLUTION 2026-73

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE ESTABLISHMENT OF THE TOOELE CITY FIREFIGHTER INCENTIVE FOR RESPONSE AND ENGAGEMENT (F.I.R.E) PROGRAM AND ADOPTION OF THE PLAN DOCUMENT.

WHEREAS, Tooele City recognizes the vital role performed by volunteer firefighters in protecting the health, safety, and welfare of the community; and

WHEREAS, Tooele City's volunteer firefighters provide essential emergency response services, training, community outreach, preparedness activities, and other support necessary to maintain an effective and reliable fire protection system; and

WHEREAS, the City Council desires to establish the Firefighter Incentive for Response and Engagement Plan ("F.I.R.E. Plan") as a structured nominal incentive program that recognizes and encourages volunteer firefighter participation, engagement, training, readiness, and continued service to the Tooele City Fire Department (Exhibit "A"); and

WHEREAS, the City Council recognizes that the Fair Labor Standards Act and the Utah Volunteer Government Workers Act provide guidance regarding the status of volunteer firefighters and the conditions under which nominal fees, stipends, benefits, and other forms of recognition may be provided without converting volunteer service into an employment relationship or employee classification; and

WHEREAS, the City Council intends that the F.I.R.E. Plan recognize volunteer firefighter engagement through a service-point methodology rather than payment based upon hours worked or time spent performing services; and

WHEREAS, the proposed F.I.R.E. Plan establishes eligibility requirements, service point tracking procedures, incentive payment calculations, administrative procedures, and safeguards designed to maintain consistency, accountability, and compliance with applicable federal and state requirements; and

WHEREAS, the Fire Department has solicited feedback from command staff and volunteer firefighters through preliminary discussions, draft presentation, and presentation of the proposed governing Plan document on September 2, 2026 and received positive feedback; and

WHEREAS, the City Council recognizes that the administration of volunteer firefighter activities, including service categories, point values, operational procedures, and annual adjustments, requires flexibility to address changing operational needs and authorizes the Fire Chief in conjunction with the human resource department to administer the Plan consistent with the terms adopted herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that:
(1) the F.I.R.E. Plan attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted as the governing document for administration of the F.I.R.E. Plan; and,
(2) the Fire Chief, in coordination with City Human Resource Director, is authorized and directed to administer the F.I.R.E. Plan in accordance with the adopted Plan Document and budget authority.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew Johnson, Tooele City Attorney

Exhibit A

F.I.R.E. Plan



TOOELE CITY FIRE DEPARTMENT

F.I.R.E. PROGRAM

Firefighter Incentive for Response and Engagement

Effective: October 1, 2026

I. Purpose

The Firefighter Incentive for Response and Engagement (F.I.R.E.) Program is established by Tooele City to recognize, encourage, and reward the valuable service provided by volunteer firefighters. The Program provides an annual incentive payment based upon a volunteer firefighter's documented participation, response, training, engagement, and contributions to the Fire Department throughout the Plan Year.

The F.I.R.E. Program is intended to promote volunteer participation and operational readiness while maintaining compliance with applicable federal and state laws governing volunteer emergency responders.

This document establishes the official Plan document governing the administration of the F.I.R.E. Program.

II. Effective Date and Plan Year

- A. This Plan becomes effective upon adoption by the Tooele City Council.
- B. The Plan Year is July 1 through June 30 of each fiscal year.
- C. Annual incentive payments are calculated following the close of the Plan Year and paid during August at a time determined by the City based upon payroll processing capabilities.
- D. No participant has a vested right to any payment until all eligibility requirements have been satisfied and the incentive payment has been processed through payroll.

III. Funding

Each fiscal year, the Tooele City Council may appropriate funds for the F.I.R.E. Program. The amount appropriated constitutes the annual F.I.R.E. Incentive Payment Pool available for distribution to eligible volunteer firefighters. The City Council reserves the right to increase, decrease, suspend, or discontinue funding for future Plan Years. No participant has a contractual right to any future funding or

benefit under this Plan.

IV. Eligible Participants

A. Participation in the F.I.R.E. Program is limited to individuals who:

1. Are classified as Active First-Class Volunteer Firefighters of the Tooele City Fire Department;
2. Remain in active status through the final day of the Plan Year; and,
3. Meet all requirements established by this Plan.

B. The following individuals are not eligible to participate:

1. Probationary Volunteer Firefighters, except:
 - a) Probationary members may earn and accumulate Service Points for attendance and participation in Firefighter I and Firefighter II certification programs.
 - b) However, no incentive payment will be made unless the member achieves Active First-Class Volunteer status and otherwise becomes eligible before the end of the applicable Plan Year.
2. Senior Volunteers;
3. Retired Volunteers;
4. Civilian Volunteers;
5. Paid City Employees including Firefighters; or,
6. Any volunteer receiving a leadership stipend from the City, including but not limited to Assistant Chiefs, Battalion Chiefs, Captains, or other set stipend-paid positions.

V. Service Points ("Points")

A. The F.I.R.E. Program utilizes a Service Points ("Points") system to calculate volunteer response and engagement. Points may be awarded for activities including, but not limited to:

1. Emergency response;
2. Training attendance;
3. Department meetings;
4. Community outreach activities;
5. Public education events;
6. Department projects;
7. Completion of certifications or credentialing programs;

8. Participation in medical, wellness, and mental health services that are specifically required, arranged, or sponsored by the Department;
9. Equipment maintenance activities;
10. Administrative support activities; and,
11. Other volunteer services approved by the Fire Chief.

B. The Fire Chief will establish a Points Schedule for each Plan Year and make the Points Schedule available to all eligible volunteer firefighters. If a Points Schedule is not established for a new Plan Year, the Points Schedule from the immediately preceding Plan Year will remain in effect. The Fire Chief may modify the Points Schedule from one Plan Year to the next as operational needs warrant. Once established for a Plan Year, the Points Schedule and its assigned point values remain in effect for the duration of that Plan Year and shall not be modified retroactively. The Points Schedule identifies:

1. Eligible activities;
2. Service Point values assigned to each activity;
3. Documentation requirements; and,
4. Any limitations or special conditions applicable to Points awarded.

C. Extraordinary Circumstances Point Provision

The Fire Chief may authorize a temporary adjustment to an established Point value when extraordinary circumstances create an operational need that is substantially beyond the conditions normally contemplated when the annual Points Schedule was established.

An Extraordinary Circumstance Point Adjustment may be used when an emergency incident, extended operation, significant community event, or other unusual circumstance requires additional volunteer participation, extended response capability, or sustained departmental support beyond normal expectations.

Any adjustment under this provision shall:

1. Apply only to an established activity, response category, assignment, or services already identified in the Points Schedule;
2. Be limited to no more than double (2 times) the established activity point value (i.e. active fire is normally 2 points and may be temporarily increased to up to 4 points because it has extended beyond 24 hours and volunteer response has reached unsafe levels);
3. Be established prospectively and may not increase points for activities completed before the adjustment was communicated; and,
4. Apply uniformly to all eligible volunteers who perform the designated activity during the identified adjustment period.

The Fire Chief shall document the reason for the adjustment, the activity or assignment affected, the effective dates or duration of the adjustment, and the adjusted point value. The adjustment shall remain in effect only for the period necessary to address the extraordinary circumstance.

This provision shall not be used to modify points retroactively, reward individual performance, or circumvent the annual Points Schedule or the Plan's allocation methodology.

- D. The Points Schedule is incorporated into this Plan by reference and need not be adopted separately by the City Council.

VI. Points Recording, Verification, Dispute Procedure, Retroactive Adjustments

- A. Points will be recorded through the City's approved Time Collection Processing (TCP) system and associated mobile application. Point values are awarded based on approved activity type without regard to actual hours spent.
- B. Volunteer firefighters are responsible for:
 - 1. Reviewing the Points Schedule and understanding the Point values applicable to their participation during the Plan Year;
 - 2. Recording their Points in the City's designated tracking system no less frequently than weekly, unless otherwise authorized by the Fire Department;
 - 3. Reviewing and verifying the accuracy of all Point entries attributed to them;
 - 4. Approving entries submitted on their behalf;
 - 5. Submitting any disputes or requested corrections within seven (7) calendar days after becoming aware, or reasonably should have become aware, of the disputed entry or point determination. For activities occurring at or near the end of the Plan Year, including emergency responses or other service activities occurring on June 30, disputes or corrections must be submitted no later than seven (7) calendar days following the end of the Plan Year to allow sufficient time for final review and verification before the annual Incentive Payment calculation is completed; and,
 - 6. Failure to timely record, review, or approve Point entries may result in the activity not being included in the annual incentive calculation.

C. Designed members of leadership team are responsible for:

1. Ensuring that the activity occurred and that the volunteer firefighter participated in the activity;
2. Verifying that the Point values requested corresponds with the approved annual Service Points Schedule;
3. Entering Points for designated emergency response activities;
4. Reviewing and approving accurate and properly supported Point entries;
5. Denying or editing entries that are inaccurate, unsupported, or otherwise ineligible, documenting the reason for the determination within the tracking system, and communicating the decision to the volunteer firefighter; and,
6. Investigating and making a determination on Points disputes under their review.

D. Dispute Procedure

1. Informal Resolution

Prior to initiating a formal appeal, the volunteer firefighter is encouraged to discuss the dispute directly with the reviewing supervisor in an effort to resolve the matter informally. Many disputes result from misunderstandings, duplicate entries, incorrect Point values, or incomplete documentation and may be resolved without further review.

2. Formal Appeal

If the dispute is not resolved informally, the volunteer firefighter may submit a written appeal to the next level of supervision within seven (7) calendar days after receiving notice of the denial or modification, up to the Fire Chief who issues a final administrative determination. At each review step, the respective member of the supervisory team may:

- Uphold the original determination;
- Modify the Point entry or value;
- Approve the Point entry; or
- Return the matter for additional investigation.

E. Retroactive adjustments or additions are generally not made after established approval deadlines, except to correct administrative errors identified by the City.

VII. Calculation of Incentive Payments

A. Following the close of the Plan Year, the City will determine:

1. The total number of Points earned by all eligible volunteer firefighters; and,
 2. The total amount available within the annual F.I.R.E. Incentive Pool.
- B. A volunteer firefighter's incentive percentage will be calculated by dividing the participant's total eligible Points by the total eligible Points earned by all eligible participants. Example:
- Total Eligible Points Earned by All Participants: 1,000
- Participant Points Earned: 75
- Participant Percentage: $75 \div 1,000 = 7.5\%$
- C. The volunteer firefighter's incentive payment equals that percentage multiplied by the annual F.I.R.E. Incentive Pool. Example:
- Incentive Pool: \$100,000
- Participant Share: 7.5%
- Incentive Payment: \$7,500
- D. Only Points earned by eligible participants are included in the calculation.
- E. Points earned by individuals who are not eligible for payment are excluded from both the participant and group point totals.
- F. Points may not be banked or carried over from one Plan Year to another Plan Year.

VIII. Maximum Incentive

- A. To preserve the volunteer nature of service and maintain compliance with applicable Fair Labor Standards Act guidance concerning nominal fees paid to volunteers, no participant shall receive more than \$9,000 under the F.I.R.E. Program for a Plan Year.
- B. The City may periodically review and adjust this limit based upon changes in compensation data, legal guidance, or operational needs.
- C. Any funds remaining as a result of the application of the maximum benefit limitation shall be redistributed among remaining eligible participants in accordance with the Plan's allocation formula.

IX. Separation from Service

- A. A volunteer firefighter who resigns, moves to senior status, retires, is terminated, becomes inactive, loses eligibility, separates service as a requirement with the Utah Retirement System plan requirements, or

otherwise separates from volunteer firefighter service before the final day of the Plan Year will forfeit all rights to any F.I.R.E. incentive payment for that Plan Year.

- B. No prorated, accrued, or partial payment may be made.
- C. Any Points earned by an ineligible participant are excluded from the Plan's final allocation calculations.

X. Payroll Administration and Tax Reporting

- A. All payments are to be processed through the City's payroll system and established payroll administration procedures.
- B. Participation in the F.I.R.E. Program requires eligible volunteer firefighters to be established within the City's payroll system for the limited purpose of processing incentive payments and complying with applicable federal and state payroll, tax reporting, withholding, verification, and record keeping requirements. Processing an incentive payment through the City's payroll system and complying with applicable payroll laws does not create an employment relationship, alter the participant's status as a volunteer firefighter, or entitle the participant to wages, employee benefits, or any rights or privileges afforded to City employees.
- C. Eligible volunteers shall complete payroll documentation, including:
 - 1. Form I-9 and E-verify process
 - 2. Form W-4
 - 3. Direct Deposit Authorization
 - 4. New Hire Reporting requirements
 - 5. Any other documentation required by law or City policy.
- D. Direct deposit is required as a condition of receiving payment under this Plan. Payment statements will be delivered by e-mail to the address on file with the Tooele City HR Department as a password protected document.
- E. Payments are subject to:
 - 1. Federal income tax withholding
 - 2. State income tax withholding
 - 3. FICA taxes
 - 4. Internal Revenue Code Section 139B
 - a) Tooele City will administer the F.I.R.E. Program in accordance with Internal Revenue Code Section 139B, which provides a federal income tax exclusion for certain qualified benefits provided to volunteer firefighters. Section 139B generally permits an exclusion from federal gross income of up to fifty dollars (\$50) per month of

qualified volunteer service, not to exceed six hundred dollars (\$600) during a calendar year, subject to the requirements and limitations of applicable federal law, and as amended.

- b) Because the F.I.R.E. Program operates on the City's fiscal year (July 1 through June 30) while Section 139B is administered on a calendar-year basis, Tooele City will determine each volunteer firefighter's eligible exclusion by evaluating completed months of active volunteer service during the current calendar year and projecting anticipated active service through the remainder of that calendar year for payroll administration purposes. Incentive payments will be processed using separate payroll earnings codes to distinguish the portion eligible for the Section 139B exclusion from amounts subject to standard payroll tax withholding.
- c) If a volunteer firefighter does not remain in active volunteer firefighter service for the projected period used to calculate the Section 139B exclusion, Tooele City will make any payroll corrections necessary to comply with applicable federal tax requirements. Such corrections may include retroactive adjustment of the taxable and non-taxable portions of the incentive payment, additional tax withholding, correction of payroll records, or recovery of any amounts owed to the City as a result of the adjustment. Volunteers shall cooperate with the City in resolving any required payroll or tax adjustments.
- d) To the extent Utah income tax law conforms to the federal income tax treatment provided under Internal Revenue Code Section 139B, Tooele City will administer Utah state income tax withholding in the same manner as federal income tax withholding for payments made under the F.I.R.E. Program.

5. If applicable:

- a) Court-ordered garnishments;
- b) Tax levies; and
- c) Any other deductions required by law.

F. Participants will receive annual tax reporting on Form W-2 or such other tax reporting form as required by applicable law.

XI. Plan Administration

A. The Fire Chief is responsible for administration of the F.I.R.E. Program, including:

- 1. Establishing and publishing annual Point Schedules;
- 2. Providing top level approval of Point records;
- 3. Interpreting Plan provisions;
- 4. Recommending administrative procedures; and
- 5. Coordinating annual calculations and payment with the

- B. The City reserves the right to interpret, amend, suspend, or terminate this Plan at any time. If the Plan is suspended or terminated during a Plan Year, the City may determine whether Incentive Payments will be prorated based upon the period of time the Plan was in effect, available funding, and other applicable factors. Any Incentive Payments issued under a suspended or terminated Plan shall be calculated and administered in accordance with the City's determination and applicable law.
- C. All determinations made by the City concerning eligibility, point calculations, payment calculations, and Plan administration are final.

XII. Fair Labor Standards Act Analysis – Volunteer Status

Points are assigned without regard to the amount of time required to complete a particular activity, and the annual incentive is determined by each participant's proportional share of the total participation Points earned by eligible volunteers. In establishing this Plan, the City considered the guidance contained in 29 C.F.R. § 553.106 regarding nominal fees paid to volunteers and has established a maximum annual incentive intended to remain below the Department of Labor's general guidance that nominal fees ordinarily should not exceed approximately twenty percent (20%) of the compensation that would otherwise be paid to a full-time employee performing comparable services.

XIII. Utah Volunteer Government Workers Act

In establishing this Plan, the City considered the provisions of Utah Code, Chapter 20, the Utah Volunteer Government Workers Act, together with applicable Fair Labor Standards Act (FLSA) guidance regarding nominal fees paid to volunteers. The City has established a maximum annual incentive intended to remain well below the aggregate nominal fee threshold recognized under the FLSA. The Utah Volunteer Government Workers Act provides that volunteers are considered government employees only for the limited purposes specifically identified in the Act, including workers' compensation coverage, operation of government-owned vehicles or equipment, and governmental liability protection and indemnification. The Act does not establish volunteers as employees for general employment or employee benefit purposes.

XIV. Utah State Retirement System Elective Salary Reductions

In establishing this Plan, the City declares that incentive payments made under this Plan are volunteer stipends and not wages paid to an employee for services performed in an employment relationship. Although these payments are processed through the City's payroll system for tax reporting and withholding purposes, such processing does not create employee status or eligibility for employee benefit programs. Accordingly, volunteer stipends are not eligible compensation for participation through this Plan in elective salary reduction programs, including 401(k), 457(b), or other employee benefit plans. Consistent with the Utah Volunteer Government Workers Act, volunteers are

not considered government employees for employee benefit purposes except where expressly provided by law.

XV. No Employment Relationship, Contract, or Property Interest in Service

- A. Nothing contained in this Plan shall be construed as creating an employment relationship between Tooele City and any volunteer firefighter.
- B. Participation in the Plan does not create a contract of employment, guarantee continued volunteer status, property interest in service, due process rights, or establish any vested right to future benefits.



Service PointsMatrix

2026-2027 Plan Year

Effective: July 1, 2026

Service Points are awarded for services to Tooele City and exclude services to the Tooele Volunteer Firefighter Association.

Service Type & Examples	Points
Alarm/Standard Incident (1st Alarm Scenario) • Fire or CO2 Alarm	1 Point
Moderate Incident (2nd Alarm Scenario) • Typical commitment of department personnel, apparatus, or specialized resources • Single alarm structure fire • Normal command structure • Routine motor vehicle collision response including standard vehicle stabilization, extrication activities, and scene support • Routine hazardous materials response	2 Point
Major Incident (3rd Alarm Scenario) • Significant commitment of department personnel, apparatus, or specialized resources • Establishment or expansion of an incident command structure beyond normal operations • Deployment of relief crews or additional staffing rotations • Requests for mutual aid resources or outside agency support • Sustained emergency operations requiring multiple operational periods, additional volunteer staffing to maintain emergency readiness while incident continues • Major motor vehicle response including extended scene operations, mass casualty circumstances • Large scale hazardous materials response	3 Point
Training / Meeting (Per Session)	1 Point
Fire Prevention Functions	1 Point
Special Ops Teams – Training, or Response to Mutual Aid Call Outside Tooele City	1 Point
Station Work - Department leadership-initiated request to perform work at a fire station.	1 Point

Service Type & Examples	Points
Location Staging Assignment - Dispatch or department leadership-initiated request to report to and remain at a designated location. • Reporting to a designated staging area during a significant incident while awaiting assignment or further instructions • Remaining at or near an incident location during a hazardous situation, such as a bomb threat, suspicious package investigation, hazardous materials incident, or other law enforcement-supported emergency, where firefighters are present and ready to respond if conditions require • Reporting to a fire station or alternate response location to maintain emergency coverage when other department resources are committed to an active incident • Reporting to a predetermined location during a large-scale emergency, disaster response, or community event where additional emergency resources must be immediately available • Being assigned to a specific location to provide rapid deployment capability, emergency support, or relief staffing during an ongoing incident <i>If a volunteer firefighter is assigned to a Location Staging Assignment and is subsequently activated to perform a separate Incident response, the volunteer firefighter may receive both the Location Staging Assignment points and the applicable response points. The purpose of awarding both point values is to recognize two distinct Service Points: (1) the commitment to report to and remain at a designated location in support of emergency readiness; and (2) the additional service provided when the firefighter is activated for an emergency response or operational assignment.</i>	1 Point
Medical, Wellness, and Mental Health Services - Participation in medical, wellness, and mental health services that are specifically required, arranged, or sponsored by the Tooele City Fire Department. This excludes any appointments provided as a result of worker's compensation claim where the costs or benefits associated with the service are otherwise covered through the City's workers compensation insurance provider; and medical evaluation required because of conditions unrelated to the volunteer's service with the Tooele City Fire Department, even if required by the Department. • Cancer screenings provided pursuant to Utah Code • Cardiopulmonary or physical fitness medical evaluations • Department-required preventive health examinations • Mental health services or meetings related to service with the Fire Department including critical incident debriefings, peer support activities, and appropriate follow-up • Counseling related to a department incident or emergency response	2 Points
Extraordinary Circumstances Point Provision	Up to 2x the above designated Point value subject to Plan's Extraordinary Circumstances Provision

City Council Work and RDA Meeting Minutes

Date: September 2, 2026

Time: 5:30 p.m.

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

Council Members Present

Jon Gossett
Justin Brady
Ed Hansen
Dave McCall

Excused:

Melodi Gochis

Staff Present:

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks & Recreation Director
John Perez, Economic Development Director
Lonnie Collings, Police Captain
Shannon Wimmer, Finance Director
Andrew Aagard, Community Development 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. Open City Council Meeting

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

2. Roll Call

Jon Gossett, Present
Ed Hansen, Present
Dave McCall, Present
Justin Brady, Present

3. Mayor's Report

Mayor Manzione reported that she and Councilman McCall attended the change of command ceremony for the West Desert Test Range at Dugway Proving Ground and welcomed Lieutenant Colonel Player to

his new leadership role. She also thanked the children from Mini Squeezes Lemonade Stand for donating \$437 to the City's animal shelter.

Mayor Manzione reminded the public about the Fire Department's annual 9/11 Memorial Walk on September 12 at 8:00 a.m. She announced that repairs to the driving range had been completed and thanked the Public Works and Streets Departments for their prompt response in repairing a water leak and sinkhole on 700 South the same day.

Lastly, Mayor Manzione shared that a woman in her neighborhood was able to complete all of her children's school clothes shopping in Tooele without traveling to Salt Lake, which she noted was positive for the community and local sales tax revenue.

4. **Council Members' Report**

Councilman McCall reported that he attended the appointment ceremony for the new West Desert Test Center Commander, which he found interesting. He also noted that he had attended other events and concluded his report.

Councilman Hansen reported that he enjoyed seeing the children from the Mini Squeezes Lemonade Stand present their donation to the City's animal shelter. He also reported attending Planning Commission meetings, where there were several productive discussions. Additionally, he and Councilman Gossett met with local Republican Party representatives to discuss data centers and other matters occurring in the county. Councilman Hansen concluded with a lighthearted comment about his wife being able to shop locally in Tooele rather than traveling to Salt Lake, noting that her shopping dollars and his tax dollars would remain in the community.

Councilman Gossett reported that he appreciated Councilman Hansen's wife supporting his local business. He and Councilman Hansen also met with local GOP representatives to discuss data centers and other topics, noting that data centers continue to be a significant topic of interest. Councilman Gossett also reported attending Planning Commission meetings and other events.

Chairman Brady reported that the North Tooele Special Service District recently held its Truth in Taxation hearing, which was approved. He also reported attending the weekly staff meeting and expressed appreciation for the many behind-the-scenes efforts of City staff and all they do for the community.

5. **Discussion Items**

a. **Sewer Bond Discussion**

Presented by Jason Burningham, LRB Public Finance Advisors

Mr. Burningham of LRB Public Finance Advisors presented the proposed plan of finance for wastewater treatment facility improvements. He explained that the Council was being asked to consider a parameters resolution authorizing the notice of intent to issue sewer revenue bonds and setting a public hearing for September 16. The resolution would establish maximum bonding parameters but would not finalize the bond amount, interest rate, or other terms.

Mr. Burningham estimated the total project cost at nearly \$17 million, with approximately \$5 million in previously collected impact fees being applied to the project. The City currently

anticipates issuing approximately \$11.1 million in bonds, although the proposed resolution would authorize up to \$14 million. The bonds would be repaid through sewer system revenues rather than property taxes.

Mr. Farrer clarified that the project includes upgrades to the biosolids greenhouse, including new turners and heated floors, improvements to two sewer lines, and upgrades to the UV disinfection building. Additional capital improvements are planned to be funded through a combination of capital reserves and net revenues.

The anticipated timeline includes a public hearing on September 16, bond pricing in early October, and closing later in October.

b. **Discussion on the History of the IS Industrial Service Zoning District and Possible Amendments to the Industrial, Light Industrial and Industrial Service Zoning Districts Regarding Land Uses Permitted Within Each Zone.**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented research on the purpose and history of the Industrial Service (IS) zoning district. He explained that the zone was created in 2020 to provide a district between Light Industrial and Heavy Industrial, primarily to accommodate service-oriented uses while excluding the broad category of light manufacturing and assembly.

Mr. Aagard presented several options for the Council's consideration, including eliminating the IS zone and rezoning those properties to Light Industrial, leaving the zone as currently established, or attempting to further distinguish permitted uses between the Light Industrial and Industrial Service zones. He noted that further separating the uses could be difficult and potentially arbitrary.

During the discussion, Councilmembers recalled that the Industrial Service zone had been created in response to specific development proposals, including a storage facility and towing-related uses. The Council discussed the benefits of retaining the zone, particularly because it allows certain service-oriented uses while restricting light manufacturing. The consensus was to leave the Industrial Service zone in place and revisit the issue in the future if necessary.

c. **Discussion on a proposed City Code Text Amendment request by Perry Commercial to Amend 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.**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a proposed text amendment requested by Perry Commercial to modify the eligibility requirements for a Commercial Special District (CSD). The amendment would allow a land use map amendment to be reviewed concurrently with a CSD application, reducing the number of applications and associated fees. If approved, the CSD would automatically change the property's land use designation to commercial.

The proposed amendment would also allow CSD properties exceeding 125 acres, with each parcel larger than 30 acres, to be noncontiguous. Projects not meeting those criteria would remain subject to the standard CSD requirements, including the 50-acre contiguous property requirement.

The Council discussed the benefits of consolidating the applications, including reducing review time and costs for both the applicant and the City. Staff noted that the proposed changes would make the application process more efficient while allowing developers to invest more resources into their projects and infrastructure. The Council expressed support for the proposed amendment.

d. **Water Discussion Regarding Interior Depletion**

Presented by Paul Hansen, City Engineer

Mr. Hansen presented a proposed amendment to the City's water rights ordinance that would reduce the required depletion amount for interior water use from 100% to 60%. The proposed change is based on updated information regarding water losses during the reclamation process, which staff estimates at approximately 5%, combined with the 55% depletion required for irrigation and other end uses.

The amendment would reduce the amount of water rights developers are required to provide while continuing to protect the City's water supply and comply with State requirements. He explained that the proposal would result in a slight increase in the amount of diversion required per dwelling but would significantly reduce the overall water rights obligation compared to the current 100% depletion requirement.

The Council discussed the proposed effective date and expressed support for using the date of the work meeting as the starting point for applications submitted while the ordinance amendment proceeds through the approval process. He will present the proposed amendment to the Planning Commission for review and recommendation before bringing it back to the City Council for final consideration and public hearings.

e. **Proposed Broadway RDA**

Presented by John Perez, Economic Development Director

Mr. Perez presented a proposal to establish an RDA project area along the Broadway corridor, extending from Utah Avenue to Vine Street and approximately two blocks east and west. The proposed area includes the museum area, the Armory property, and several City-owned properties.

Mr. Perez explained that a developer requested the RDA designation to assist with pursuing potential federal funding and grant opportunities. The developer is not currently requesting tax increment financing. The Council discussed the possibility of future development agreements or an MOU that could establish specific development expectations and outline potential arrangements involving City-owned property, including leasing, purchasing, or lease-to-purchase options.

The Council expressed support for moving the proposal forward, noting the area's development challenges and potential for revitalization.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady advised that there was a need for a Closed Meeting due to pending litigation and/or property acquisition.

Motion: Councilman Hansen moved to proceed into a Closed Meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

The public meeting recessed at 6:26 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the Closed Meeting to order at 6:29 p.m.

Roll Call: Councilman Dave McCall, Present; Councilman Jon Gossett, Present; Councilman Ed Hansen, Present; and Councilman Justin Brady, Present. Councilwoman Melodi Gochis, Excused.

Also, in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Andrew Aagard, Community Development Director; Lonnie Collings, Police Captain; Shannon Wimmer, Finance Director; Nathan Farrer, Public Works Director; Darwin Cook, Parks and Recreation Director; Paul Hansen, City Engineer.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 6:55 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

City Council Business Meeting Minutes

Date: September 2, 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
Dave McCall

Excused:

Melodi Gochis

Staff Present:

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Darwin Cook, Parks & Recreation Director
Nathan Farrer, Public Works Director
Chris Nielsen, IT Director
Braxton Roberts, IT
Lonnie Collings, Police Captain
Shannon Wimmer, Finance Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Kami Perkins, Human Resources 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 called the meeting to order at 7:05 p.m. and led the Pledge of Allegiance.

2. **Roll Call**

Jon Gossett, Present
Ed Hansen, Present
Dave McCall, Present
Justin Brady, Present

3. **America250 Tribute – Girls Nation in Washington D.C. Presentation**

Presented by Haley McCracken, Miss Teen Tooele City

Miss Teen Tooele City America250 Ambassador Haley McCracken presented on her experiences attending ALA Girls State and representing Utah as a Girls Nation Senator. She shared that she was selected as one of two senators from more than 300 participants and was the first participant from Tooele County to be selected as a Girls Nation Senator.

Ms. McCracken discussed her legislative experiences, including developing the Rural Healthcare Act at Girls State and co-authoring the AI Minor Protection Act at Girls Nation, which passed on the Girls Nation Senate floor. She also shared highlights from her trip to Washington, D.C., including visits to national memorials, Arlington National Cemetery, Capitol Hill, and meetings with Utah's congressional delegation.

Mayor Manzione recognized Ms. McCracken for her accomplishments, leadership, and service to the community and presented her with the Mayor's Community Recognition Award. The Mayor commended Ms. McCracken for representing Tooele City and Tooele County and expressed confidence in her future as a community leader.

The meeting briefly paused for photographs.

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

Representatives of Disabled American Veterans (DAV) including, Tooele County Chapter 20, recognized Mayor Manzione for her continued support of veterans and their families. They presented her with a certificate of appreciation for her participation and remarks at the Chapter's Veterans Outreach Luncheon held on June 27, 2026. The Mayor was thanked for her support of American veterans and the continued service she provides to the community. Councilman McCall, a member of the DAV Chapter and a disabled veteran, also participated in the recognition.

The meeting briefly paused for photographs.

5. Public Comment Period

Chairman Brady summarized an emailed public comment from Amy Weston expressing opposition to the proposed Tooele Valley data center project and any related zoning amendments. The commenter urged officials to protect the community's limited resources and deny any zoning changes, overlay districts, or infrastructure support necessary for the project. Chairman Brady clarified that Tooele City does not currently have any data center rezoning or related proposals under consideration.

Chairman Brady opened the public hearing at 7:19 p.m.

Christopher M5, an Eagle Scout candidate with Troop 314 and a certified Leave No Trace trainer, presented his upcoming cleanup and trail project at Wigwam Park. He explained that the park's eight-acre wooded spillway has overgrown brush and dead wood that create fire and flood hazards. In coordination with the City Parks Department, local fire district, county public works, and conservation partners, the project will clear brush, establish a half-mile fire break, and create a trail with educational signage. The project will also include wildlife boxes, bat boxes, bug habitats, and information about local wildlife, conservation, and area history. Christopher requested community volunteers to assist with the project. The first workday is scheduled for September 19, with a second workday and official trail opening planned for October 3. He provided a copy of the project overview to the City Recorder.

Seeing no other members of the public coming forward, Chairman Brady closed the public hearing at 7:23 p.m.

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

Mr. Hansen presented a request to vacate a portion of public right-of-way on the west end of Utah Avenue, adjacent to property owned by Sent It Now LLC. He explained that the City inherited a larger-than-needed right-of-way through a 2009 exchange with UDOT. In the area near 1100 West and the railroad, the right-of-way exceeds 115 feet in some locations, while the City determined that an 84-foot right-of-way is sufficient to accommodate current and anticipated traffic, including truck traffic serving the industrial area.

The proposed vacation would involve the southern portion of the right-of-way, with the City retaining the area as a public utility easement for existing storm drainage and other utility facilities. The vacation would provide the property owner additional setback and flexibility for future development. Paul noted that the Planning Commission reviewed the request and gave it a favorable recommendation.

A Council member asked whether the road may need to be widened in the future due to increased traffic between Grantsville and Tooele. Paul stated that the City's transportation consultant, Hales Engineering, had reviewed the issue as part of the City's transportation master plan update and determined that an 84-foot right-of-way should be sufficient to meet the City's needs.

Chairman Brady opened the public hearing at 7:28 p.m.

Kris McEachern, Tooele, asked whether the proposed 84-foot right-of-way would accommodate a right-turn lane toward the colleges and a potential merge lane for traffic leaving the education corridor toward Grantsville.

Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:29 p.m.

Mr. Hansen explained that the City recently conducted a traffic signal warrant study at the intersection. Although the intersection does not currently meet the requirements for a traffic signal, it is approaching the threshold and may warrant a signal within the next several months. He noted that the City is considering future widening to accommodate turn lanes and other improvements in the interim. Once the intersection becomes signalized, the need for separate lanes would be reduced. Paul confirmed that the proposed 84-foot right-of-way is being evaluated with these future improvements in mind.

Motion: Councilman Gossett moved to approve Ordinance 2026-22 An Ordinance of the Tooele City Council Vacating the Southern Twenty-Foot Portion of the Utah Avenue Located Between the Railway Crossing and 1100 West. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Mr. Aagard presented an ordinance amendment request submitted by Perry Commercial regarding eligibility requirements for Commercial Special Districts (CSDs). The proposed amendments would allow a land use map amendment to be processed concurrently with a CSD application and would allow non-contiguous properties to qualify when the overall property is more than 125 acres and each parcel is at least 30 acres.

Mr. Aagard explained that the changes would allow the applicant to pursue the properties as one CSD rather than submitting four separate applications and four land use map amendments, streamlining the review process. Staff also noted that the ordinance included in the Council packet contained an error and that a corrected version was emailed to the Council.

The request was reviewed by the Planning Commission on August 12, 2026, following a public hearing, and received a 7-0 favorable recommendation. The Council had previously discussed the request during its work session.

Chairman Brady opened the public hearing at 7:33 p.m.

Scott Degelbeck, Tooele, asked whether creating the Commercial Special District would result in a tax burden being imposed on current Tooele City property owners.

Seeing no other members of the public coming forward, Chairman Brady closed the public hearing at 7:34 p.m.

Mr. Aagard clarified that the Commercial Special District is solely a zoning designation and does not involve special services. Therefore, creating the district would not impose any tax burden on Tooele City property owners.

Motion: Councilman McCall moved to approve 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, as presented in the revised version. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Mr. Aagard provided a brief explanation of Commercial Special Districts (CSDs), noting that a CSD is authorized by City Code and establishes a new zoning code applicable to a specific geographic area. He explained that the Compass Point CSD includes a land use and zoning map amendment and establishes

specific development standards for the properties within the district. A CSD does not change the City's land use approval processes or alter building, fire, or other applicable City or State code requirements.

Mr. Aagard reviewed the areas included in the proposed Compass Point CSD and the three specific requests associated with the application: (1) reassign the land use designation for Areas A, C, and D to Regional Commercial; (2) reassign the zoning for the properties to the Compass Point CSD zoning district; and (3) adopt the Compass Point zoning ordinance establishing the district's development standards. He reviewed the existing zoning and land use designations and presented the proposed land use and zoning maps.

Mr. Aagard then reviewed the proposed CSD standards, including its purpose and intent, permitted and conditional uses, mapping, lot and setback standards, building heights of up to eight stories, buried utility lines, park strip and interior landscaping requirements, fencing and screening, vehicle storage requirements, parking standards of four stalls per 1,000 square feet of gross floor area, dark-sky lighting standards, architectural standards, and sign regulations.

Mr. Aagard also reviewed the criteria for consideration of a CSD and noted that the Planning Commission reviewed the request at its August 26, 2026 meeting, held a public hearing, and voted 6-1 to recommend approval of the proposed Compass Point CSD.

Chairman Brady opened the public hearing at 7:46 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:46 p.m.

Motion: Councilman Hansen moved to approve Ordinance 2026-23 An Ordinance of the Tooele City Council Amending the Compass Point Commercial 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. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Mr. Aagard provided an update on the proposed architectural standards ordinance. He explained that the Mayor directed staff to develop the standards and that he conducted a visual inventory of the City to help ensure the proposed standards reflected the existing character of the community. The ordinance was presented at the July 15, 2026 Council work session and subsequently reviewed by the Planning Commission at its August 12 meeting, where a public hearing was held and recommended changes were made. Staff incorporated those changes, and the Planning Commission reviewed the revised ordinance on August 26 and voted 5-2 to recommend approval.

Mr. Aagard reviewed the proposed standards, including applicability to new commercial buildings and qualifying exterior renovations with frontage on a public street, public space, residential dwellings, or future residential areas. The Downtown Overlay Zone and Industrial Zone would be exempt. He also reviewed standards for building façade and roofline articulation, exterior building materials, mechanical

equipment and dumpster screening, accessory drive-throughs, accessory structures, shipping containers, and design variations. An appeal process would be available through the Planning Commission without an additional fee.

Mr. Aagard explained that the purpose of the architectural standards is to respond to developer requests for clear architectural guidelines, address resident concerns regarding the appearance of the City, preserve the architectural character of new development, and implement recommendations contained in the City's General Plan encouraging design standards and an attractive community.

Council members expressed appreciation to Mr. Aagard for his work on the ordinance and indicated support for the proposed standards.

Chairman Brady opened the public hearing at 7:56 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:56 p.m.

Motion: Councilman Gossett moved to approve 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. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0

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

Mr. Johnson presented Ordinance 2026-24, proposing amendments to Tooele City Code Section 8-3-3 regarding mandatory municipal garbage collection. He explained that residential users, defined as properties with three or fewer dwelling units, are currently required to use the City's garbage collection service when located on public rights-of-way.

The proposed amendment would address residential properties located on private roads. If the City determines that garbage collection can be safely and practically provided on a private road, and the residential user agrees, City service may continue by agreement. Otherwise, residents on private roads would be responsible for disposing of their garbage themselves or contracting with a private garbage service. The amendment is intended to address safety and access concerns involving narrow private roads, limited turning radii, and the size of collection vehicles.

Chairman Brady asked whether developers are informed of these requirements when proposing developments with private roads. Mr. Aagard confirmed that developers are made aware of the requirements during the application process.

Motion: Councilman Hansen moved to approve Ordinance 2026-24 An Ordinance of Tooele City Amending Tooele City Code Section 8-3-3 Regarding Garbage Collection for Private Access Dwellings. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

11. Resolution 2026-65 A Resolution of the Tooele City Council Increasing the Planning Commission Stipend

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that the Planning Commission consists of nine volunteer members who receive a stipend intended to offset personal costs associated with attending meetings, such as travel and other expenses. He noted that the stipend was last reviewed in 2018 and proposed increasing it to \$50 per meeting due to increased costs. He stated that sufficient funds are available in his budget to cover the increase without requiring a budget amendment.

Council members expressed support for the proposed stipend increase.

Motion: Councilman McCall moved to approve Resolution 2026-65 A Resolution of the Tooele City Council Increasing the Planning Commission Stipend. Councilman Hansen seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Mr. Farrer explained that the City periodically adjusts water meter fees, typically annually, to reflect increases in the City's purchase costs from suppliers. The proposed adjustment would apply when a meter is initially purchased or replaced by the customer. If a meter fails and requires replacement, the City covers the replacement cost. The City charges the actual cost of the meters without adding a markup.

Motion: Councilman Hansen moved to approve Resolution 2026-66 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Include Increased Water Meter Costs. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Mr. Farrer presented an agreement related to the proposed Water Reclamation Facility upgrades, which is contingent upon acceptance of the bond discussed during the earlier work meeting. The agreement covers \$9,762,547 for the UV disinfection upgrades and biosolids handling building improvements. Staff explained that the conditional approval would allow the contractor to begin organizing and providing required bonding, security, and insurance documentation while awaiting the bond award. The contractor would not be authorized to begin construction until the bond is awarded.

Motion: Councilman Gossett moved to approve 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. Councilman Hansen seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Ms. Wimmer explained that the resolution establishes the maximum parameters for the proposed sewer bond and authorizes staff to begin collecting the necessary information to move forward with the bond process. She noted that a public hearing is scheduled for September 16 and that the resolution also authorizes the intent to issue bonds, providing the public with a 30-day period to submit protests or comments.

Council clarified for the public that the City plans to contribute approximately \$5 million in developer-paid impact fees toward the project to help offset the bond costs. Ms. Wimmer confirmed this and noted that staff would provide additional information at the upcoming public hearing regarding what the bond will accomplish.

Motion: Councilman Hansen moved to approve 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. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Ms. Baker explained that the City is requesting to declare certain technology-related equipment as surplus because the items have reached the end of their useful life and no longer meet the City's technology needs. The items include smartphones, printers, desktop computers, network switches, and other technology equipment. She noted that the IT Department retains and evaluates the equipment for a designated period before bringing items to the Council for surplus designation.

Motion: Councilman Hansen moved to approve Resolution 2026-64 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing Its Disposal. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

Ms. Baker explained that the Public Works Department is requesting to declare a storage Conex surplus. The Conex was previously used to store sandbags during emergencies, but the floor has rusted to the point that it can no longer be safely accessed or used for moving equipment or sandbags. Staff estimated the City could receive approximately \$200–\$220 through recycling the Conex.

Motion: Councilman McCall moved to approve 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). Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

17. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented three invoices for approval: a \$275,000 contribution to the Tooele City Arts Council for FY 2027; \$68,480.64 to Turf Equipment and Irrigation for a Deep Tine Aerator for the golf course; and \$85,430 to Wheeler Machinery for a 2026 Mini X Cat 304 C3 TAQ excavator. The excavator will replace an older piece of equipment that is expected to be brought before the Council for surplus. All three purchases were included in the FY 2027 adopted budget.

Motion: Councilman Hansen moved to approve invoice and purchase orders as presented.

Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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

There were no corrections to the minutes.

Motion: Councilman McCall moved to approve the August 5, 2026 City Council Work Meeting Minutes, August 5, 2026 City Council & Water Special Service District Business Meeting Minutes and August 19, 2026 City Council Business Meeting Minutes. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

19. **Adjourn**

Chairman Brady adjourned the meeting at 8:15 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

Tooele City Open Public Comment Record Sheet

Date: September 2, 2026

Please PRINT the following information:

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