

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 20, 2024 at the hour of 7:00 pm. 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](http://www.utah.gov), the Tooele City Website [www.tooelecitey.gov](http://www.tooelecitey.gov), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecitey.gov](mailto:michellep@tooelecitey.gov).

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

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Rocky Mountain Power Foundation Grant Award Presented to the Tooele Valley Theatre**  
*Presented by Nic Jenkins, Rocky Mountain Power Foundation*
5. **Public Hearing and Motion on Resolution 2024-22** A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of 10<sup>th</sup> and Main Public Infrastructure District (The "District") as an Independent District, Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters  
*Presented by Jared Stewart, Economic Development Director*
6. **Ordinance 2024-05** An Ordinance of Tooele City Amending Tooele City Code Section 8-3-7 Regarding Replacement Garbage Containers  
*Presented by Shannon Wimmer, Finance Director*
7. **Ordinance 2024-06** An Ordinance of Tooele City Codifying Previously Enacted Residential Planned Unit Developments  
*Presented by Roger Baker, City Attorney*
8. **Resolution 2024-24** A Resolution of the Tooele City Council Approving a Contract with \_\_\_\_\_ for the 2024 Droubay Road Widening Project  
*Presented by Paul Hansen, City Engineer*

**9. Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

**10. Minutes**

~March 6, 2024 Work Meeting

~March 6, 2024 Business Meeting

**11. Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2024-22**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation or withdrawal of any area within the Annexation Area (as defined in the Governing Document) into or from the District, as applicable, without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

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

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

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

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

(a) Trustee 1 – Victor M. Kimball, for an initial 6-year term;

(b) Trustee 2 – Justin M. Kimball, for an initial 6-year term; and

(c) Trustee 3 – Jayd Peterson, for an initial 4-year term.

(d) Trustee 4 – David M. Kimball, for an initial 4-year term.

(e) Trustee 5 – Ryan V. Kimball, for an initial 4-year term.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council  
this 20 day of March, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

TOOELE CITY MAYOR

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

# Exhibit A

## Certificate of Compliance with Open Meeting Law



CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Michelle Pitt, the undersigned City Recorder of Tooele City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on March 20, 2024, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

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

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

(c) causing a copy of such notice to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 20, 2024.

By: \_\_\_\_\_  
City Recorder

Exhibit B  
Governing Document

**GOVERNING DOCUMENT  
FOR  
10<sup>TH</sup> AND MAIN PUBLIC INFRASTRUCTURE DISTRICT  
TOOELE CITY, UTAH**

Prepared

by

York Howell, LLC  
South Jordan, Utah

March 14, 2024

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LIST OF EXHIBITS

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

## I. INTRODUCTION

### A. Purpose and Intent.

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

### B. Need for the District.

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

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

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

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

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

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

shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

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

## II. DEFINITIONS

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

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

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

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

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

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

Board: means the board of trustees of the District.

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

City: means Tooele City, Utah.

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

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

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

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

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

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

District: means 10<sup>th</sup> and Main Public Infrastructure District.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

### **III. BOUNDARIES**

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

### **IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

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

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

### **V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES**

#### **A. Powers of the District and Governing Document Amendment.**

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

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

2. **Reserved.**

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

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

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

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

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

6. Annexation and Withdrawal.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Governing Document Amendment Requirement.

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

B. Preliminary Engineering Survey.

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

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

**VI. THE BOARD OF TRUSTEES**

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

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

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

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

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

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

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

**VII. RESERVED**

**VIII. FINANCIAL PLAN**

A. General.

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

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

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy.

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

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

D. Maximum Debt Mill Levy Imposition Term.

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

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt. The District may also rely on revenues generated from the D&P Agreement with the Agency as a source of revenue for repayment of debt service.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay

through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. District's Operating Costs.

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

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

I. Bond and Disclosure Counsel; Municipal Advisor.



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

**IX. ANNUAL REPORT**

A. General.

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

B. Reporting of Significant Events.

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

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A summary of the total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Current year budget including a description of the Public Improvements to be constructed in such year;
10. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
11. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and

12. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

## **X. DISSOLUTION**

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

## **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a Certificate of Creation, the Board shall record a notice with the recorder of Tooele County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the City.

In addition, the Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

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

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”
- (3) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

## **XII. INTERLOCAL AGREEMENT**

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

## EXHIBIT A

### Legal Descriptions

A parcel of land, situated in the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah more particularly described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contains 1,426,323 square feet or 32.93 acres

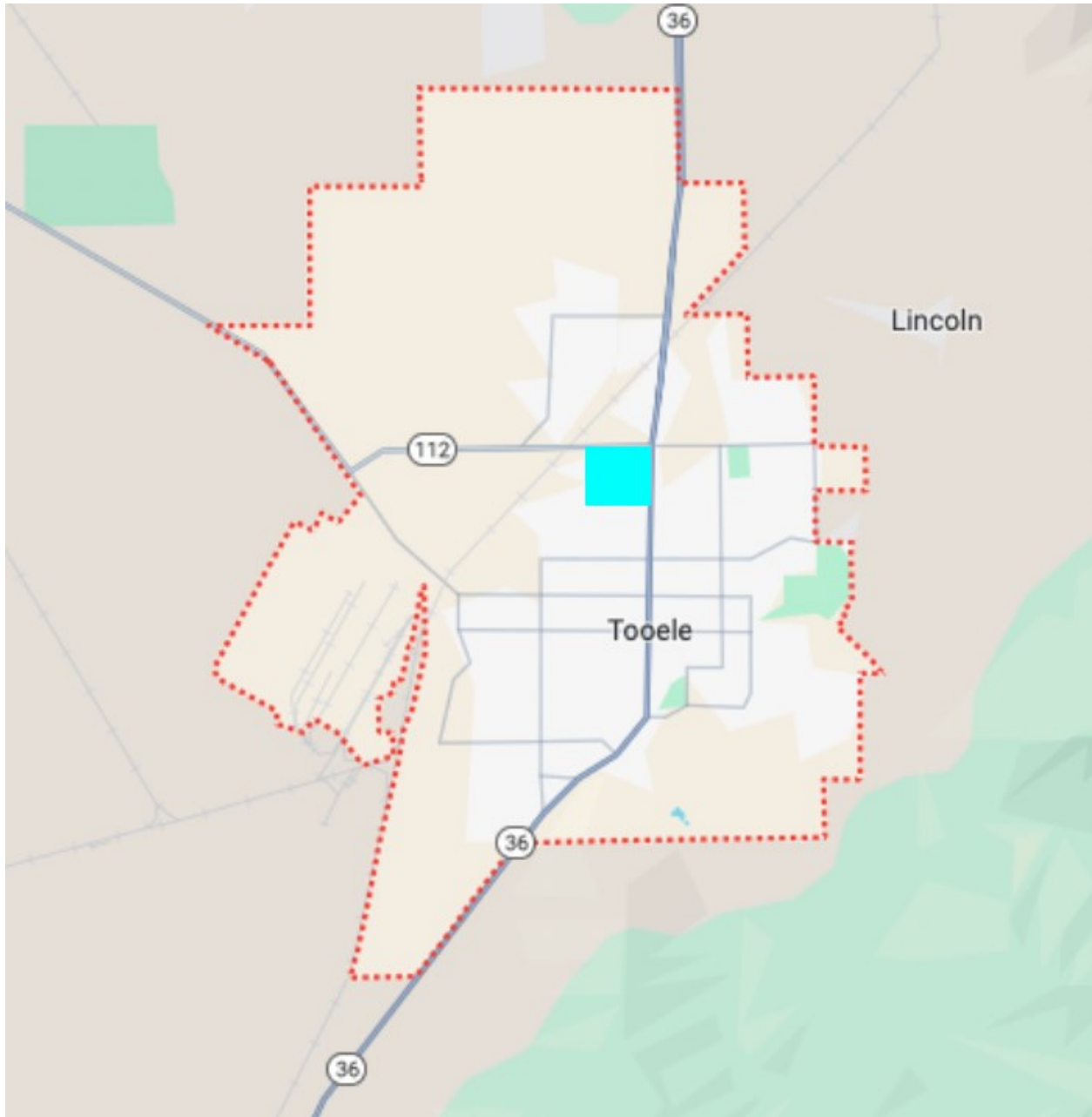
### **Annexation Area Boundaries**

A parcel of land, situated in the Northeast Quarter of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele City, Tooele County, Utah more particularly described as follows:

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

**EXHIBIT B**

**Tooele City Vicinity Map**



# EXHIBIT C

## Initial District Boundaries Map and Annexation Area Map



Anchor	60,048 S.F.
TOTAL PARKING	185 SPACES
RATIO	6.70/1,000 S.F.
District A - D	14,472 S.F.
TOTAL PARKING	257 SPACES
RATIO	6.07/1,000 S.F.
District E - H	62,680 S.F.
TOTAL PARKING	250 SPACES
RATIO	4.38/1,000
CITY MAX. RATIO RETAIL	6.80/1,000

*Handwritten signature*

**EXHIBIT D**

**Interlocal Agreement between the District and Tooele City**

**INTERLOCAL AGREEMENT BETWEEN**  
**TOOELE CITY, UTAH**  
**AND**  
**10<sup>TH</sup> AND MAIN PUBLIC INFRASTRUCTURE DISTRICT**

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

**RECITALS**

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

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

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

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

**COVENANTS AND AGREEMENTS**

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

2. Reserved.

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

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



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

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

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

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

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

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

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

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

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

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

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

11. Disclosure to Purchasers. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a Certificate of Creation for the District, the Board shall record a notice with the recorder of Tooele County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to General Obligation Debt and outlining the provisions relating to conversion. A copy of the notice shall further be provided to the City.

In addition, the Developer and the Board shall ensure that the Developer, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

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

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

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

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in Section V.A.1-9 or Section VIII.B-G of the Governing Document

shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under state and local law to enjoin such actions of the District.

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

14. Reserved.

15. Maximum Debt Mill Levy.

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

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

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

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

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

To the City:                       Tooele City  
c/o Office of Economic Development  
Attn: Economic Development Director  
90 North Main Street

Tooele, Utah 84074  
Phone: (435) 843-2169

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

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

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

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

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

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

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

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

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of

such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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

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

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

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

10<sup>TH</sup> AND MAIN PUBLIC  
INFRASTRUCTURE DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

TOOELE CITY

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_

Exhibit C  
Notice of Boundary Action

**NOTICE OF IMPENDING BOUNDARY ACTION**

**(10<sup>th</sup> and Main Public Infrastructure District)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for 10<sup>th</sup> and Main Public Infrastructure District (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 20, 2024 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this March 20, 2024.

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

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
NOTARY PUBLIC



**TOOELE CITY CORPORATION**

**ORDINANCE 2024-05**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 8-3-7 REGARDING REPLACEMENT GARBAGE CONTAINERS.**

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

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, Tooele City Code Chapter 8-3 regulates garbage collection and solid waste management in Tooele City; and,

WHEREAS, on January 17, 2024, the City Council approved Resolution 2024-06, amending the Tooele City Fee Schedule to add garbage container replacement fees and costs; and,

WHEREAS, it is appropriate to amend TCC Section 8-3-7(5) regarding replacement garbage containers, as shown below:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 8-3-7(5) is hereby amended as shown below:

(5) ~~Containers lost or missing through no fault of the user thereof shall be replaced by the City without charge, but users shall exercise due care to protect containers against loss through theft or misappropriation.~~ Containers shall not be removed from the premises that they have been assigned to. The owner, lessee, or occupant of each residence shall be held responsible for each container issued to that residence. No hot ashes or flammable or explosive materials shall be deposited in a garbage container. A purchase fee, based on the cost to the City at the current rate, will be charged to anyone who damages, ~~or~~ removes, or loses a garbage container from the property that the container has been assigned to. The purchase fee may be added to the collection fees and collected in the same manner.

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 \_\_\_\_\_, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

ATTEST:

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

S E A L

Approved as to Form:

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

## TOOELE CITY CORPORATION

### ORDINANCE 2024-06

#### **AN ORDINANCE OF TOOELE CITY CODIFYING PREVIOUSLY ENACTED RESIDENTIAL PLANNED UNIT DEVELOPMENTS.**

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

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Utah Code §10-9a-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, zoning and land use regulations, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-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, TCC Chapter 7-6 contains the City's Planned Unit Development Overlay District (PUD) regulations, under which the City Council, following the required

statutory public processes, can approve zoning regulations different from those contained in Chapter 7-14 (Residential Zoning Districts), while being subject to the densities and other regulations of the underlying zoning districts; and,

WHEREAS, PUD zoning regulations historically have not been codified in the City Code, but rather enacted by ordinance without codification, leading to a circumstance where, over time, due to not being codified, memories fade, documents are archived, and it becomes increasingly difficult to access the particular zoning regulations of any PUD and apply them to new land use applications, including building permit applications, within the PUD; and,

WHEREAS, the City Administration recommends incorporating enacted PUD zoning regulations into the City Code, with each enacted PUD having its own chapter in Chapter 7-6, for example, "Chapter 6c. (PUD: Copper Canyon)" for ease of zoning administration and both completeness and enforcement of the City Council's zoning enactments; and,

WHEREAS, the recommended format for City Code headings and Zoning Map labels should be the acronym "PUD" followed by a colon followed by the PUD name or acronym, for example, "PUD: Western Acres); and,

WHEREAS, no additional public processes aside from this Ordinance 2024-06 are necessary for the codification, since the PUDs were previously enacted by ordinance following statutory public processes, and no changes to the PUD regulations (other than formatting) are authorized by this Ordinance:

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

1. The City Administration is instructed to codify in subchapters within TCC Chapter 7-6 the principal zoning regulations of all known PUDs previously enacted by Ordinance, for the reasons and in the manner indicated above; and,
2. The City Administration is further instructed to see that the Zoning Map reflects each residential PUD and its standardized nomenclature.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

Chapter 7-6a. PUD: Sunset Estates  
(formerly Bowler Realty)  
Enacted by Ordinance 1996-28 (December 4, 1996)

Location: property located directly north of Overlake Phase 1A (see Ordinance exhibits)

Zoning Regulations of the PUD:

**Land with the RM-8\* underlying zoning district:**

Maximum density of 8 dwelling units per acre (gross).

First unit requires minimum 6,800 square-foot lot.

Second through eighth units require minimum 5,250 square-foot lots.

Duplex requires minimum 12,050 square-foot lot (6,800 + 5,250).

Four-plex requires minimum 22,550 square-foot lot.

Eight-plex requires minimum 1 acre.

(\*In 2024 the RM-8 zoning district has been reenacted as the MR-8 zoning district.)

**Land with the R1-8 underlying zoning district:**

Minimum residential lot size is 8,000 square feet.

Duplex requires minimum 6,000 square feet.

Non-residential buildings require minimum 12,000 square-foot lot.

**Land with the R1-10 underlying zoning district:**

Minimum residential lot size is 10,000 square feet.

Chapter 7-6b. PUD: Copper Canyon

Enacted by Ordinance 1997-25 (June 18, 1997)

Amended by Ordinance 1999-15 (June 2, 1999)

Development Agreement Approved by Resolution 2012-09 (March 7, 2012)

Location: property located south of 1000 North Street (SR-112) and west of 250 West Street.

Underlying zoning districts: HDR\*, R1-7, OS, CG\*\*

(\*In 2024 the HDR zoning district has been reenacted as the MR-16 zoning district.)

(\*\*In 2024 the CG zoning district has been reenacted as the GC General Commercial zoning district.)

Zoning Regulations of the PUD:

Rear setback is 15 feet minimum.

Minimum residential lot size is 6,000 square feet.

Maximum residential lot count is 494.

Use is single-family detached only.

See 2012 Copper Canyon development agreement and amendments

Chapter 7-6c. PUD: Gleneagles

Enacted by Ordinance 2000-13 (August 2, 2000)

Location: 22.7 acres located near 1000 North Street (SR-112) and 600 West Street.

Underlying zoning districts: GC (7.8 acres), HDR\* (14.9 acres)

(\*In 2024 the HDR zoning district has been reenacted as the MR-16 zoning district.)

Zoning Regulations of the PUD:

See City-approved Gleneagles Preliminary Plan



Chapter 7-6d. PUD: Little Mountain

Enacted by Ordinance 2006-14 (February 7, 2007)

Repealed by Ordinance 2013-08 (June 25, 2023)

Location: 126 acres on and around Little Mountain.

Chapter 7-6e. PUD: Bison Ridge  
Enacted by Ordinance 2008-02 (April 16, 2008)

Location: Skyline Drive west of Deer Hollow 7

Zoning Regulations of the PUD:

Minimum residential lot size is 12,000 square feet.

Minimum development pad is 5,000 square feet.

Front setback is 30 feet minimum.

Rear setback is 30 feet minimum.

Side setback is 12 feet minimum.

Single-family design standards apply.

Chapter 7-6f. PUD: PID\*

Enacted by Ordinance 2014-18 (January 7, 2015)

(\*TCC Chapter 7-6 allows residential PUDs only.)

Location: Peterson Industrial Depot at former Industrial Area of Tooele Army Depot, Tooele City SW

Zoning Regulations for the PUD:

Front setback is 10 feet minimum.

Rear setback minimum is set by the International Building Code and easements.

Rear setback minimum (corner lot) is set by the International Building Code and easements.

Side setback minimum is set by the International Building Code and easements.

Off-street parking: no minimum; set by Zoning Administrator.

Chapter 7-6g. PUD: Par 4  
Enacted by Ordinance 2018-07 (July 18, 2018)

Location: Vine Street west of Droubay road

Zoning Regulations of the PUD:

Front setback is 25 feet minimum.

Rear setback is 20 feet minimum.

Side setback is 5 feet minimum.

Residential lot size is 4,200 square feet minimum.

Single-family design standards apply.

No individual lot fencing except for rear patio screening.

Chapter 7-6h. PUD: Country View  
Enacted by Ordinance 2018-14 (September 5, 2018)

Location: 1000 North Street and 200 East Street (26.67 acres).

Zoning Regulations of the PUD:

Front setback is 20 feet minimum.

Rear setback is 20 feet minimum.

Side setback (corner unit facing street) is 20 feet minimum.

Side setback (interior) is 6 feet minimum; no side setback between conjoined units.

Garage setback is 20 feet minimum.

Lot width is 48 feet minimum per unit for conjoined units.

Lot size is 3,528 square feet minimum per unit for conjoined units.

Single-family design standards apply.

Chapter 7-6i. PUD: Western Acres  
Enacted by Ordinance 2020-50 (December 16, 2020)

Location: 1600 North Street and 300 East (86.7 acres).

Underlying zoning districts: MR-16, R1-7.

**Land with the R1-7 underlying zoning district:**

Lot size is 3,500 square-foot minimum.  
Dwelling size is 800 square-foot minimum.  
Lot width is 42 feet minimum.  
Front setback is 20 feet minimum.  
Side setback is 5 feet minimum.

**Land with the MR-16 underlying zoning district:**

Dwelling size is 800 square feet, 2-story, with double garage.  
Setback between buildings is 12 feet minimum.  
Exterior materials: eliminate the 50% brick or stone requirement in favor of stucco, fiber cement siding, wood, masonry block, and stone.  
Clubhouse: substitute 1,000 square-foot interior social area requirement with additional site amenities.

Chapter 7-6j. PUD: Lexington Greens  
Enacted by Ordinance 2022-18 (May 4, 2022)

Location: 1200 North and Franks Drive (33.82 acres).

Underlying zoning district: MR-16.

Zoning Regulations of the PUD:

Maximum DU per Lot:

Lot 101: 72

Lot 102: 204

Lot 103: 25

Lot 104: 56

Lot 105: 13

Lot 106: 8

Lot 107: 18

Lot 108: 53

**TOOELE CITY CORPORATION**

**RESOLUTION 2024 - 24**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH \_\_\_\_\_ FOR THE 2024 DROUBAY ROAD WIDENING PROJECT.**

WHEREAS, the Droubay Road improvements located between Vine Street and Smelter Road remain incomplete, and the City has decided to widen and complete the road; and,

WHEREAS, with the proposed widening of Droubay Road, the City intends to upgrade the existing storm drain system and to install an 8-foot wide trail, sidewalk, retaining wall, street lighting, and related appurtenances (combined, the “2024 Droubay Road Widening Project” or “Project”); and,

WHEREAS, funding for the Project will be derived by a combination of grant monies received from the Tooele County 3<sup>rd</sup> Quarter Sales Tax Transportation fund, and a 10% local match obtained from a combination of Road “C” and Storm Water general and enterprise revenue funds; and,

WHEREAS, the City solicited public bids for construction of the Project in accordance with the procedures of §11-39-101 et seq. and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, \_\_\_\_\_ has submitted a cost proposal of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_), which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with \_\_\_\_\_ is hereby approved, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for completion of the 2024 Droubay Road Widening Project; and,
2. an additional \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Agreement

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

**Date:** Wednesday, March 6, 2024

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

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

**City Council Members Present:**

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

David McCall

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

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

**2. Roll Call**

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

**3. Mayor's report**

Mayor Winn shared a UDOT presentation including Midvalley Highway, upcoming construction projects, and long-range transportation needs.

**4. Council Member's Report**

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

**5. Discussion Items**

### **A. Missing Middle Housing**

Mr. Baker presented on the subject of missing middle housing including information from the book *Missing Middle Housing*, by Daniel Parolek, with house-scale multiple-unit buildings that fit into existing single-family neighborhoods, and form & scale. Staff and the Council have had a beginning conversation about great locations in Tooele City for missing middle housing pilot project. They would like to move out of the discussion of density and into the points of form, function, and feel.

The Council asked the following:

What zoning would it need to be?

How would on street parking spaces work with the parking ordinance?

Mr. Baker addressed the City Council. Staff and the Council could customize a zoning district. With staff and consulting help, the City would come up with regulations for the property and be locked in and be complied with. Parking is a subject they would have to work through and discuss.

### **B. Proposed Amendments to Tooele City Code 7-4-9, Parking Lots, Paragraphs 3e and 3f, Related to Requirements for Parking Lot Landscaping Islands**

Mr. Aagard presented an amendment to Tooele City Code 7-4-9 in regards to landscaping in the parking lots. This code is what requires landscaping in all parking lots. Staff is seeing issues with how the code is currently written. The proposed ordinance amendments include updating verbiage, changing section E from landscaping islands to end caps, the calculations of trees for single end row cap and double end caps. The ordinance amendments waive the tree requirement in the case of pedestrian's walkways.

The City Council asked the following questions:

Can the City enforce the businesses to keep the trees alive?

How do they build water sources for the trees?

Mr. Baker addressed the Council. There is no mechanism to enforce a business to keep their trees alive. They trust that they will want to keep their place looking nice for their own business self-interest.

Mr. Aagard addressed the Council's questions. Typically, when developers construct parking lots, they will run sleeve below the asphalt to have pipes and lines.

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

A closed meeting was held.

**Council Member Hansen motioned for a closed meeting.** Council member McCall Seconded. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye,"

Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

The following were present during the closed meeting: Chairman Brady, Council Member Manzione, Council Member McCall, Council Member Hansen, Council Member Gochis, Mayor Debbie Winn, Michelle Pitt, Roger Baker, Andrew Aagard, Shannon Wimmer, Darwin Cook, and Chief Adrian Day.

**7. Adjourn**

**Chairman Brady adjourned the meeting at 7:00 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 March, 2024

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Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, March 6, 2024

**Time:** 7:00 p.m.

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

### **City Council Members Present:**

Ed Hansen

Maresa Manzione

Dave McCall

Justin Brady

Melodi Gochis

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:05 p.m.

### **1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

Dave McCall, Present

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

Mayor Debbie Winn and Chief Day presented a Youth Recognition Award to the following:  
Jeremiah Jensen

### **4. Public Comment Period**

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

**5. Public Hearing and Motion on Ordinance 2024-04 An Ordinance of Tooele City Amending Tooele City Code Section 7-1-5, Definitions, Regarding the Addition of Lithium-Ion Batteries to the City's Definition of Hazardous Materials**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented an amendment to City Code 7-1-5 in regards to the definition of lithium-ion batteries. The storage of lithium-batteries is not permitted in any industrial zones apart of the table of uses. However, there is not a definition of hazardous waste. It is a concern that the storage of lithium-ion batteries can cause major fires, taking many of the City resources. Staff is proposing code amendments to prohibit storage of these batteries. The Planning Commission forwarded a positive recommendation the ordinance at 6:1.

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

**Council Member Manzione motioned to approve Ordinance 2024-04; An Ordinance of Tooele City Amending Tooele City Code Section 7-1-5, Definitions, Regarding the Addition of Lithium-Ion Batteries to the City's Definition of Hazardous Materials.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**6. Resolution 2024-19 A Resolution of the Tooele City Council Implementing a Program and Amending the Tooele City Fee Schedule for Tooele City Fire Department Hazardous Materials Inspections and Permitting in Commercial, Industrial, and Other Establishments**

*Presented by Nick Wall, City Fire Marshal*

Mr. Wall presented an amendment to the Tooele City fee schedule for the Tooele City Fire Department for Fire Inspections and permits.

This item was discussed during the work meeting two weeks ago.

*This item was discussed during the work meeting on February 21, 2023.*

**Council Member Gochis motioned to approve Resolution 2024-19; A Resolution of the Tooele City Council Implementing a Program and Amending the Tooele City Fee Schedule for Tooele City Fire Department Hazardous Materials Inspections and Permitting in Commercial, Industrial, and Other Establishments.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**7. Resolution 2024-20 A Resolution of the Tooele City Council Approving an Abandonment of the 2008 Settlement Agreement for Gleneagles PUD**

*Presented by Roger Baker, City Attorney*



Mr. Baker presented an agreement with Bach Homes regarding the Gleneagles PUD to dismiss the 2008 settlement agreement on the property. The settlement originated due to water rights issues. At the time of the settlement, there was a limitation of time set for the developer to purchase water rights credits from the City. That has expired. The property is in a PUD. Bach Homes is requesting to allow the property to be what it is in the MR-16 zoning district and remove it from the settlement agreement. The City's risks and obligations under settlement agreement have ended. Bach Homes will release the City from any claims it might otherwise have under the settlement agreement.

*This item was discussed during the work meeting on February 21, 2023.*

**Council Member Hansen motioned to approve Resolution 2024-20; A Resolution of the Tooele City Council Approving an Abandonment of the 2008 Settlement Agreement for Gleneagles PUD.** Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **8. Resolution 2024-21 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Fees at the Oquirrh Hills Golf Course**

*Presented by Darwin Cook, Parks and Recreation Director*

Mr. Cook presented an amendment to the Tooele City Fee schedule for the Oquirrh Hills Golf Course green fees. The fees increase \$2-3, season cart fees in the amount of \$600, and range ball fees increasing by a dollar. The cart fee guarantees you a golf cart any time you go.

*This item was discussed during work meeting on February 21, 2023.*

**Council Member McCall motioned to approve Resolution 2024-21; A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Fees at the Oquirrh Hills Golf Course.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **9. Invoices & Purchase Orders**

Ms. Pitt presented the following invoices and purchase orders:

Turf Equipment and Irrigation for a Greenspro 1260 Roller for the golf course in the amount of \$33,625.80.

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

**10. Minutes**

There are no changes to the minutes.

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

**11. Adjourn**

Chairman Brady adjourned the meeting at 7:24pm.

*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 March, 2024

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Justin Brady, City Council Chair