

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 7, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.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@tooelecity.gov.

We encourage you to join the City Council meeting electronically by visiting the Tooele City YouTube Channel, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.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. **Resolution 2024-61** A Resolution of the Tooele City Council Authorizing a Water Rights Allocation for Minova Under UCA Section 10-8-2
Presented by John Perez, Economic Development Director
5. **Resolution 2024-65** A Resolution of the Tooele City Council Approving an Interlocal Cooperation Agreement with the Military Installation Development Authority (MIDA)
Presented by John Perez, Economic Development Director
6. **Resolution 2024-62** A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for Installation of an X-Treme Ninja Outdoor Fitness Course at England Acres Park
Presented by Darwin Cook, Parks and Recreation Director
7. **Resolution 2024-63** A Resolution of the Tooele City Council Approving an Agreement with FieldTurf USA Inc., for Installation of a Basketball Court at England Acres Park
Presented by Darwin Cook, Parks and Recreation Director
8. **Resolution 2024-64** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Tooele City Police Department)
Presented by Michelle Pitt, City Recorder
9. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder



10. Minutes

~July 17, 2024 Work Meeting
~July 17, 2024 Business Meeting

11. Adjourn

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2024-61

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

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

WHEREAS, Tooele City received correspondence from Aaron Peterson with Peterson Industrial Depot requesting the allocation of 2.02 acre-feet of City-owned municipal water rights to Minova (see the email request attached as Exhibit A and benefit analysis attached as Exhibit B); and,

WHEREAS, at \$35,000 per acre-foot, the 2.02 acre-feet of water rights would be valued at \$70,798.00; and,

WHEREAS, Minova will consist of approximately 85,915 square feet of new commercial construction; and,

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

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

WHEREAS, the Minova proposal (Exhibit A) addresses economic development policy considerations in the following ways:

- Minova requests 2.02 acre-feet of water rights.
- An estimated capital investment of \$24,500,000 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 58 full-time jobs. Average remuneration of \$74,328 annually.
- The generation of new state tax revenue of \$1,493,484 over the first five years.
- Currently, the city receives \$222.65 in annual property tax. After Minova's capital investment of \$24,500,000 the city will receive an additional \$58,922.50 in annual property tax (see the document and tables attached as Exhibit C); and,

WHEREAS, the City Council considers light manufacturing, such as the proposed Minova, to be generally favorable to Tooele City's fiscal health, and finds it to be an

appropriate and lawful governmental purpose to provide the financial and water benefits identified below for Minova in exchange for the quality jobs and other benefits to be obtained by the City from Minova over the life of the project and during each year of the project, through buildout; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the economic development policies and considerations discussed above, the City Council hereby finds that the request for Minova substantially furthers the economic development policy objectives of the City Council and City Administration, and hereby authorizes the reservation of 2.02 acre-feet of municipal water rights for Minova conditioned upon Minova obtaining City approval of a site plan, City approval of a first building permit, and commencement of vertical construction of a first building within two (2) years of the date of approval of this Resolution.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Peterson Industrial Depot Request



July 30, 2024

Tooele City
90 N. Main St.
Tooele, UT 84074

RE: Water Right Payment Waive Request – Minova Project

To whom it may concern;

I am requesting the 2.02 acre feet of water at a cost of \$70,798 water right payment-in-lieu be waived for the Minova project within the Peterson Industrial Depot due to increased costs of ribbon curbing and road improvements.

The economic benefits of Minova are as follows:

- An estimated capital investment of \$24,500,000 in acquisition, improvements, and building costs at project buildout.
- The creation of an estimated 58 full-time jobs. Average remuneration of \$74,328 annually.
- The generation of new state tax revenue of \$1,493,484 over the first five years.

Should you have any questions, please do not hesitate to call me at 801-698-8316 to discuss.

Thank you,

A handwritten signature in black ink, appearing to read 'Aaron Peterson'.

Aaron Peterson
President

Exhibit B

Tooele City Cost/Benefit Analyses



July 30, 2024

Dear City Council Members,

Please see the below costs and benefits analysis of the authorization of water allocation for the Minova development within the Peterson Industrial Depot.

Summary:

When it comes to surface ground engineering, mining, tunneling, and ground support solutions, Minova is a leader in the field. It is renowned for its superior products, technical know-how, and ability to solve client problems. The business has a rich history dating back 140 years, during which it has created and supplied ground support solutions that are cutting edge. Minova actively creates and fosters alliances that benefit clients and ensure their performance, efficiency, and safety.

Waiving the water cost involves an immediate revenue lost opportunity, for Tooele City but will foster economic growth and strengthen partnerships that benefit the city long-term. This decision should weigh the short-term minor financial impact against potential long-term gains from supporting local business development.

Costs:**1. Revenue Loss:**

- **Immediate Impact:** The city forgoes the revenue it would have generated from selling the water.
- **Calculation:** If the water price is, for instance, \$35,000 per acre-foot, then the total revenue loss would be 2.02 acre-feet * \$35,000/acre-foot, totaling \$70,798.00.

2. Precedent Setting:

- **Future Claims:** Waiving costs might set a precedent, leading to future demands from other entities for similar treatment, increasing potential revenue losses.

3. Administrative Costs:

- **Processing:** There may be minor administrative costs associated with processing the waiver.

Benefits:

Timeline:	5 years
Jobs:	58
Wages:	\$21,555,091
New state tax revenue:	\$1,493,484

1. Economic Development:

- **Business Support:** Supporting Minova boosts local economic development, leading to job creation and increased economic activity in Tooele City.

2. Partnership Strengthening:

- **Relationship Building:** Waiving the cost might strengthen the relationship with Minova, encouraging further investment or collaboration.

3. Community Benefits:

- **Enhanced Services:** If Minova's presence brings benefits such as improved job opportunities, the community gains indirect benefits.

4. Long-term Revenue:

- **Increased Future Revenue:** If Minova's operations lead to broader economic growth, it might ultimately enhance the city's tax base and future revenue streams.
- **Property Tax Generation.** Please see **Exhibit C** referring to the increase in property taxes as a result of Minova.



John Perez, MPA | Tooele City Corporation

Economic Development Director

90 North Main Street | Tooele, UT | 84074

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

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

Exhibit C

Minova Property Tax Generation



July 30, 2024

Economic Development

Dear City Council Members,

Please see the below Property Tax Estimates. Exhibit 1.1 lists and Exhibit 1.2 graphically compares the total current taxes being received by Tooele City. Exhibit 1.3 lists and Exhibit 1.4 graphically compares the 5-year comparison of a summation of the taxes received by Tooele City over a 5-year period.

Exhibit 1.1

Minova Property Tax Estimates				
Taxable Value Current	\$ 92,579.00			
	Taxing Entities	Rate		Tax
	Tooele City	0.002405		\$ 222.65
	Total Current Taxes:	0.002405		\$ 222.65
Capital Investment	\$ 24,500,000.00			
	Taxing Entities	Rate		Tax
	Tooele City	0.002405		\$ 58,922.50
	Additional Taxes at Completion:	0.002405		\$ 58,922.50
	Total Taxes at Completion:			\$ 59,145.15

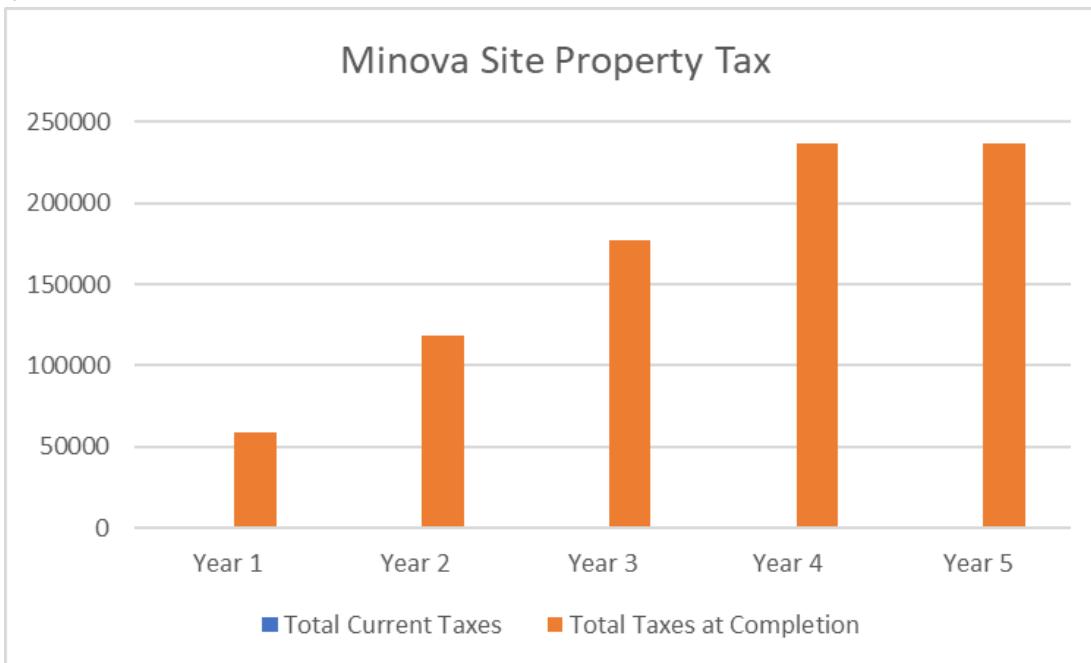
Exhibit 1.2



Exhibit 1.3

Minova Site Property Tax		Year 1	Year 2	Year 3	Year 4	Year 5
Total Current Taxes	\$222.65	\$222.65	\$445.30	\$667.95	\$890.60	\$1,113.25
Total Taxes at Completion	\$59,145.15	\$59,145.15	\$118,290.30	\$177,435.45	\$236,580.60	\$236,580.60

Exhibit 1.4



TOOELE CITY CORPORATION

RESOLUTION 2024-65

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE MILITARY INSTALLATION DEVELOPMENT AUTHORITY (MIDA).

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“MIDA Act”), the Military Installation Development Authority (“MIDA”) is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and,

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, intends to create the Utah National Guard Project Area pursuant to the MIDA Act; and,

WHEREAS, certain land located within Tooele City, including land owned by Tooele City, will be part of the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIDA Act; and,

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), MIDA desires to share certain revenues with the City in connection with the development of the Project Area and the City’s agreement to provide municipal services and permitting and inspection services (including business licensing) to the Project Area, as set forth below; and,

WHEREAS, the City, through an Interlocal Cooperation Agreement, desires to consent to the boundary of the Project Area (“Boundary”) which falls within the boundaries of the City; and,

WHEREAS, the Project Area which is the subject of this Agreement contains certain property within both the boundaries of the Project Area and the City, which consists of both property owned by the City (“Tooele City Property”) and property not owned by the City, as shown in the map attached as Exhibit A; and,

WHEREAS, pursuant to the MIDA Act, at §63H-1-201(3)(i), MIDA has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 10, Chapter 9, Municipal Land Use, Development and Management Act” nor are they subject to “ordinances or regulations of a City or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “MIDA’s Exclusive Authority”); and,

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with

a political subdivision of the state for the provision of municipal services within a project area, and pursuant to the Interlocal Cooperation Agreement, MIDA and the City desire contract for the provision of certain municipal services and permitting and inspection services (including business licensing) in the Project Area pursuant to the terms and conditions of the Agreement; and,

WHEREAS, the Tooele City Property is Military Land as that term is defined in the MIDA Act; and,

WHEREAS, this Agreement establishes a Development Fund from monies generated from the Project Area and sets forth how that fund shall be divided and used within and for the Project Area; and,

WHEREAS, the City Council and Mayor believe the Project Area and the Interlocal Agreement will be in the best interest of Tooele City, including the City's economic development interest; and,

WHEREAS, the Agreement shall commence on the Effective Date (prior to August 27) and shall continue for a period of 50 years after the Effective Date, except as otherwise provided in the Agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Interlocal Cooperation Agreement, attached as Exhibit B, with MIDA, is hereby approved, and that the Mayor is hereby authorized to execute the Agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

MIDA Project Area Map for Tooele City

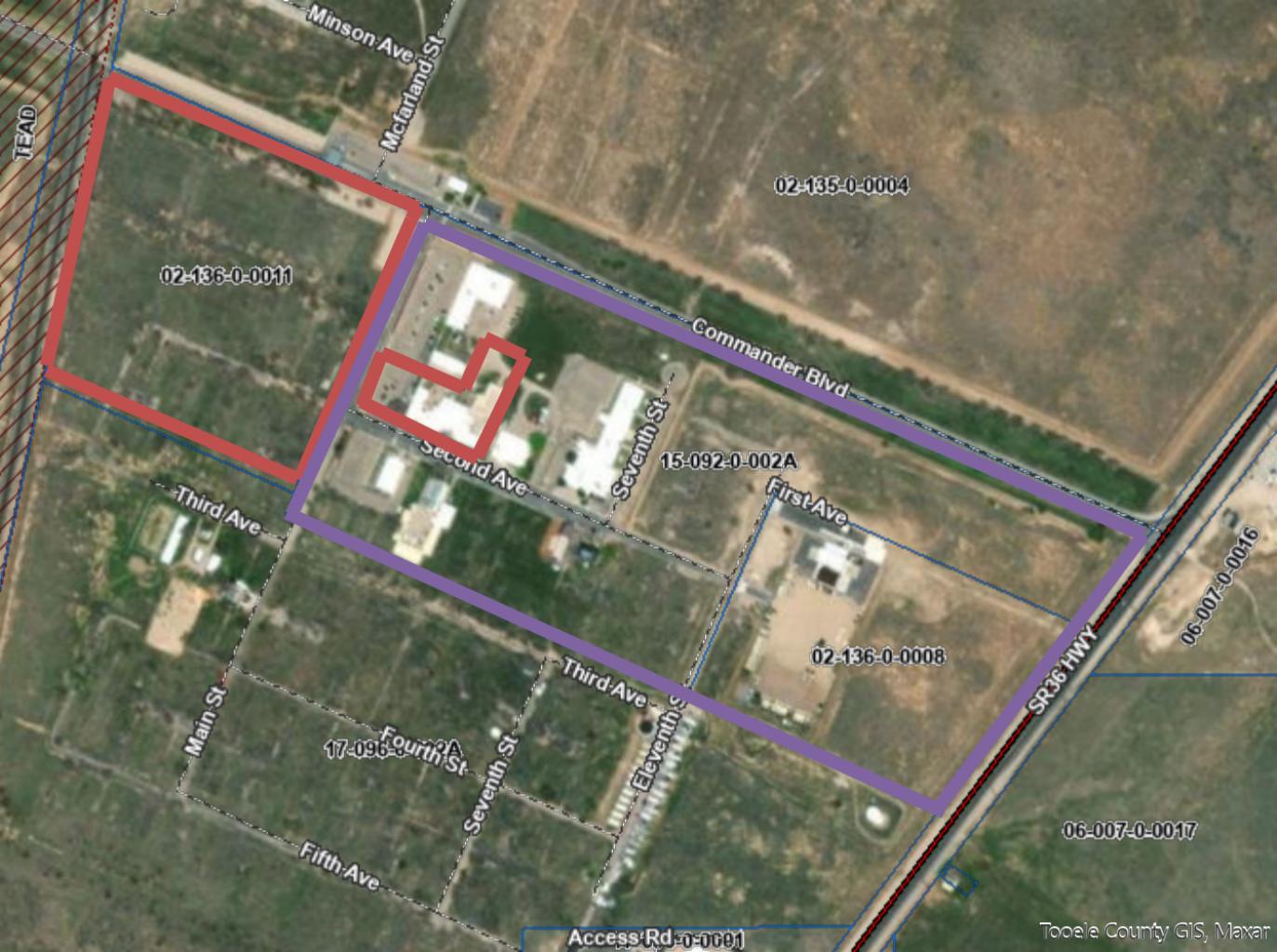


Exhibit B

MIDA Interlocal Cooperation Agreement

Interlocal Cooperation Agreement

between

MIDA

and

Tooele City Corporation

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”) by and between the Military Installation Development Authority, a public corporation and political subdivision of the State of Utah (“**MIDA**”) and Tooele City Corporation, a charter city and political subdivision of the State of Utah (the “**City**”). Individually each may be referred to as “**Party**” and collectively as “**Parties**”.

Recitals:

WHEREAS, pursuant to Chapter 1, Title 63H Utah Code annotated 1953, as amended (“**MIDA Act**”), MIDA is an “independent, nonprofit, separate body corporate and politic, with perpetual succession and statewide jurisdiction, whose purpose is to facilitate the development of land within a project area or on military land associated with a project area”; and

WHEREAS, MIDA, working with the Utah National Guard and various cities and counties in Utah, including Tooele City, intends to create the Utah National Guard Project Area, as shown in Exhibit A (“**Project Area**”) pursuant to the MIDA Act; and

WHEREAS, certain land located within Tooele City, including land owned by Tooele City, will be part of the Project Area and will be used to construct improvements and infrastructure in support of the military and military personnel, both active duty military personnel, reserve personnel, and veterans, all in keeping with the military support mission of MIDA and the terms of the MIIDA Act, and

WHEREAS, pursuant to the MIDA Act and the Interlocal Cooperation Act (Chapter 13, Title 11 Utah Code annotated 1953), MIDA desires to share certain revenues with the City in connection with the development of the Project Area and the City’s agreement to provide municipal services and permitting and inspection services to the Project Area, as set forth below; and

WHEREAS, the City, in this Agreement, consents to the boundary of the Project Area (“**Boundary**”) which falls within the boundaries of the City; and

WHEREAS, the Project Area which is the subject of this Agreement contains certain property within both the boundaries of the Project Area and the City, which consists of both property owned by the City and property not owned by the City, as shown in Exhibit B (the “**Tooele City Property**”), and

WHEREAS, pursuant to the MIDA Act, MIDA, at §63H-1-201(3)(i), has “exclusive police power within a project area to the same extent as though the authority were a municipality, including the collection of regulatory fees,” and neither MIDA nor any land included in a project area is subject to “Title 10, Chapter 9, Municipal Land Use, Development and Management Act” nor are they subject to “ordinances or regulations of a City or municipality including those relating to land use, health, business license, or franchise” (collectively referred to herein as “**MIDA’s Exclusive Authority**”); and

WHEREAS, as part of the MIDA Act, at §63H-1-201(3)(q), MIDA may contract with a political subdivision of the state for the provision of municipal services within a project area, and pursuant to this Agreement, MIDA and the City contract for the provision of certain municipal services and permitting and inspection services in the Project Area pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Tooele City Property is Military Land as that term is defined in the MIDA Act; and

WHEREAS, this Agreement establishes a Development Fund from monies generated from the Project Area and sets forth how that fund shall be divided and used within the Project Area; and

WHEREAS, this Agreement is effective on the Effective Date, but it shall terminate, and not go into effect as if this Agreement had never been executed by the Parties, if MIDA has not created the Project Area by December 31, 2024, as such date may be extended, as provided herein;

Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **TERM.**

- a. This Agreement shall commence on the Effective Date and shall continue for 50 years after the Effective Date, except as provided in Subsection 1(b).
- b. This Agreement shall automatically terminate on January 1, 2025 (as the said date may be extended pursuant to Subsection 1(c) below, the “**Termination Date**”), if:
 - i. MIDA has not completed the creation of the Project Area by December 31, 2024, the “Project Creation Date”.
- c. The Project Completion Date and Termination Date may be extended by the MIDA Executive Director for up to six (6) months. Any extension beyond June 30, 2025, shall be agreed to by the Parties’ governing bodies.

2. **PROJECT AREA/CITY CONSENT.** MIDA intends to create the Project Area, which

consists of the property shown in Exhibit A. This Agreement shall govern all of the Tooele City Property. The City hereby irrevocably consents to the inclusion of the Tooele City Property shown in Exhibit A in the Project Area. No other property within the City may be added to the Project Area without the City first adopting another resolution consenting to additional property being added.

3. **POLICE POWERS**. Pursuant to the MIDA Act, including more specifically at §63H-1-201(3)(i), MIDA hereby retains and shall have the exclusive right to exercise all of MIDA's Exclusive Authority within the Project Area subject only to those reservations and delegations of authority expressly set forth in this Agreement.

4. **MUNICIPAL SERVICES**.

- a. The Tooele City Property to be included in the Project Area is in Tooele City. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for any property in the Project Area that is located within a Utah city, the City shall provide normal and customary municipal and City services which it currently or in the future provides to other land within the city, including, but not limited to, police protection through the Tooele Police Department, snow removal on City owned roads, maintenance of City owned roads and other City owned rights-of-way, animal control, flood control of public properties, courts and prosecution, health department services, storm drainage, water, sewer, refuse collection (currently only in residential areas), and notwithstanding Subsection 4(c), fire services (collectively, the "**Municipal Services**"), subject to Section 4(j) hereof. Municipal Services does not include government approvals or services for which a government permit or inspection is required and a corresponding fee is charged by the governmental entity under applicable ordinances to pay for the service provided, including road grading permits and inspections; building permits, inspections, and certificates of occupancy; fire and hazardous materials permits and inspection; and, business licenses ("**Permitting and Inspection Services**"), which shall be governed as provided in Section 6 hereof.
- b. If any part of the Tooele City Property included in the Project Area is disconnected from the City, the City shall not have any further responsibility or right to provide Municipal Services to such property unless otherwise provided by law or separate agreement between MIDA and the City.
- c. The Parties recognize that some municipal type services, such as the providing of water, sewer, wastewater treatment, and refuse collection, may be provided by separate service districts, which although organized by the City are separate and distinct legal entities and political subdivisions of the state ("**Service Districts**"). As necessary, MIDA will enter into separate agreements with the existing Service Districts for the provision of services by the applicable Service District. In the event any service currently

provided by the City is transferred to a Service District that has an interlocal cooperation agreement with MIDA, MIDA understands and agrees that such service will no longer be provided to the Project Area by the City. If a new Service District is created, then the cost of the service provided by the new Service District shall be deducted from the Municipal Services Revenue Fund proceeds paid to the City, as provided in Section 5, and the deduction shall be used to offset the new cost to the property owners imposed by the new Service District for the same level of service provided prior to the creation of the new Service District. The offset shall not apply to the cost for an enhanced level of service provided by the new Service District. Subject to the foregoing, the offset shall be determined by the City Mayor and the MIDA Executive Director.

- d. Subject to Subsection 4(j) hereof, MIDA may if it elects, but shall have no responsibility to provide Municipal Services in the Project Area, except to provide financial remuneration to the City for Municipal Services provided by the City from the Municipal Services Revenue Fund (defined below), as provided in Section 5 hereof. Such remuneration shall be payable only from the Municipal Services Revenue Fund, which revenue shall be collected solely from property in the Project Area that is located in the City at the time it is collected.
- e. In the event the City determines in its sole discretion that the funds provided by MIDA for the Municipal Services are insufficient to offset the costs of providing such services, the City shall give MIDA written notice of such determination. The Parties may then negotiate the amounts to be paid to the City. If the Parties are unable to reach an agreement on the amount of municipal service funds to be paid to the City, or the City determines for any other reason that it is unwilling to continue providing Municipal Services, the City may upon 180 calendar days' written notice decline to further provide Municipal Services to the Project Area. Upon the effective date of City's discontinuing to provide Municipal Services, MIDA shall terminate payment to the City under Section 5 hereof.
- f. For the Tooele City Property, with respect to which the City is providing Municipal Services as provided in this Agreement, the City's rules, ordinances and regulations applicable to the provision of such Municipal Services shall be those rules, ordinances and regulations adopted by the City prior to the effective date of this Agreement, including any vested rights relating to such property, except to the extent that new rules, ordinances and regulations are not in conflict with such vested rights and are adopted by MIDA hereafter from time-to-time. Notwithstanding anything herein to the contrary, the parties agree that the City shall retain the sole authority to establish and modify applicable and appropriate fees for such services and that such fees are not vested rights nor do they require the consent or adoption by MIDA. MIDA shall take such actions as are necessary to formally adopt such rules, ordinances and regulations as

the applicable regulations for the Project Area, and shall provide the City with written notice of any material differences between the City's existing rules, ordinances and regulations and those formally adopted by MIDA at the time of such adoption, as well as written notice of any material amendments thereto approved and adopted by MIDA from time-to-time in the future. Notwithstanding the foregoing, the City will only be required to provide the Municipal Services at the same level as to other areas of the City.

- g. No fees or generally applicable taxes shall be levied by the City or payable by MIDA or any property owner within the Project Area with respect to Municipal Services except for those taxes to be placed in the Municipal Services Revenue Fund as contemplated by Section 5 hereof.
- h. The City shall not discriminate against the property, businesses, or residents of the Project Area but shall provide the Municipal Services to the Project Area in the same manner and to the same extent that the City provides such Municipal Services to the balance of the City.
- i. The City shall indemnify, release, and hold MIDA harmless from any and all claims, damages, suits, liabilities, and attorney's fees of whatever nature (collectively, "**Claims**") which may arise from the City's control and provision of the Municipal Services but only to the extent that the City would have liability for such Claims absent the existence of MIDA and the Project Area. MIDA shall indemnify, release and hold the City harmless for any and all Claims which arise out of MIDA's acts and decisions regarding land use decisions and other decisions within MIDA's statutory authority, and Municipal Services MIDA provides, if any. The status of each party as a political subdivision of the state of Utah and the limitations on each party's liability under this agreement are further described and established in Sections 14 and 15 and applicable law.
- j. In the event the City does not timely provide any of the Municipal Services to any portion of the Project Area in accordance with this Section 4 and applicable law, as determined by MIDA in its sole discretion, MIDA shall have the right upon a minimum of sixty (60) days prior written notice to the City, to: (i) remove, in whole or in part, the Municipal Services for the Project Area from the City's obligations hereunder, and to have such Municipal Services provided by another service provider; or (ii) supplement, in whole or in part, such Municipal Services with another service provider. However, prior to implementing either (i) or (ii) above, in MIDA's 60-day notice it shall outline the reason for the determination and allow the City an opportunity to cure the problem. If the City chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the City shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the City will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed

forward with implementing subpart (i) or (ii). During such 60-day notice period, MIDA may implement subpart (ii) on a temporary basis until either the cure is effectuated by the City or MIDA exercise its rights under the immediately foregoing sentence. In either case, the cost to MIDA of providing (or having a third party provide) the removed or supplemental municipal services, together with a reasonable administrative fee, shall be paid to MIDA from the Municipal Services Revenue Fund. The City shall not receive any part of the Municipal Services Revenue Fund if the City is removed entirely as the municipal service provider for the Project Area. MIDA reserves the right, without cost to the City, to supplement any such services itself or through a third-party service provider at any time and from time to time.

- k. If MIDA determines it necessary to use a different municipal services provider, it shall hire a party only after consultation with the Conference Subcommittee, defined in Section 21.

5. PAYMENTS FOR MUNICIPAL SERVICES AND TAX COLLECTION AND ASSESSMENT COST.

- a. Pursuant to the MIDA Act, MIDA will receive tax revenue from the following sources, which tax revenue shall be paid into a designated fund to pay for municipal services for the Tooele City Property (the “**Municipal Services Revenue Fund**”):
 - i. The City’s portion of any property tax remaining after MIDA is paid the property tax allocation, also defined as “dedicated tax collections” in the MIDA Act, collected from the Tooele City Property;
 - ii. A municipal energy tax on the Tooele City Property authorized by the MIDA Act;
 - iii. A transient room tax from the Tooele City Property authorized by the MIDA Act; and
 - iv. A telecommunications tax from the Tooele City Property if authorized by the MIDA Act.
- b. For providing the Municipal Services for the Tooele City Property in the Project Area, but subject to Subsection 4(j) above, MIDA shall remit all of the Municipal Services Revenue Fund to the City, less any amounts needed to pay for MIDA’s reasonable administrative, overhead, legal, and other operating expenses attributable to the Project Area (including, without

limitation, amounts required by MIDA to pay for supplemental or substituted municipal services, including those acquired from third-parties, pursuant to Subsection 4(j) above). For the absence of doubt, MIDA expenses, shall be paid only from the Municipal Services Fund established by this Agreement and not from service fees or charges collected directly by the City.

- i. MIDA shall remit such funds to the City within 30 calendar days of receipt of the funds.
- ii. The City shall use the funds, as it determines in its sole discretion, to provide the Municipal Services in the Project Area, and as otherwise allowed under applicable law. The City does not have to account to MIDA in how it is using Municipal Service Revenue Fund and is only subject to providing the Municipal Services, as provided in Section 4.
- c. If the City creates a new Service District to provide a service already provided by the City as part of the Municipal Services, the taxes, fees or costs charged by the new Service District to provide such services shall be offset as described in Subsection 4(c).
- d. If the City has provided notice of its decision to cease providing Municipal Services, as provided in Subsection 4(e), MIDA shall terminate any further payments to the City from the Municipal Services Revenue Fund after the effective date when the City's provision of the Municipal Services ceases.

6. PERMITTING AND INSPECTION SERVICES.

- a. Pursuant to MIDA's Exclusive Authority, MIDA has the responsibility to provide for Permitting and Inspection Services. Utah law provides that fees charged for Permitting and Inspection Services shall be reasonably commensurate to the cost to provide the service. The City has asserted, and MIDA does not dispute, that the existing City fee structure for permitting and inspection services is reasonably commensurate with the City's cost to provide such services.
- b. MIDA may provide an administrator and support services to coordinate the Permitting and Inspection Services for the Project Area. In addition to the standard fee charged for Permitting and Inspection Services, MIDA may add an administrative charge of not more than 10% (the "Administrative Surcharge") to pay for the costs of the administrator and support services.
- c. Pursuant to §63H-1-201(3)(q) of the MIDA Act, for the Tooele City Property, the City shall provide Permitting and Inspection Services using its own

employees and/or third-party contractors. The City shall charge its normal and customary fee for such services. If those fees are paid to MIDA, MIDA shall pay to the City the fees collected less the Administrative Surcharge. Without limiting the foregoing, for administrative convenience and coordination purposes, in lieu of MIDA directly collecting the fees, MIDA may designate the City as the place where an application for the Permitting and Inspection Services is to be submitted and related fees paid. In that case, the City will retain its normal and customary fee and shall remit the Administrative Surcharge to MIDA.

- d. If MIDA determines, in its sole discretion, that any of the Permitting and Inspection Services are not being provided in a timely manner, MIDA may contract with a third party to provide the particular service in lieu of the City providing such Service. However, prior to contracting with the third party, MIDA shall give sixty (60) calendar days prior written notice to the City outlining the reason for the determination and allow the City an opportunity to cure the problem. If the City chooses to make changes to rectify the issue(s) identified by MIDA, within the 60-day time period the City shall provide a written response to MIDA with detailed changes and a reasonable timeline for such changes that the City will immediately implement if MIDA will withdraw the determination. If MIDA finds the proposed changes or timeline unsatisfactory it may proceed forward with contracting with a third party. During such 60-day notice period, MIDA may contract with any third party on a temporary basis until either the cure is effectuated by the City or MIDA exercises its right under the immediately foregoing sentence. Such third party will be selected only after consultation with the Conference Subcommittee defined in Section 21. If the City determines in its sole discretion, it is unable or unwilling to provide such services, the City may, upon 180 calendar days' written notice, decline to provide permitting and inspection services.

7. LAND USE APPROVALS. Pursuant to MIDA's Exclusive Authority, MIDA hereby designates the following applicable land use laws and administrative review authorities within the Project Area:

- a. Within 90 days of the creation of the Project Area by MIDA, MIDA will adopt development standards and guidelines for the Project Area (as amended from time to time, (the "**Utah National Guard Project Area Development Standards**"), which Utah National Guard Project Area Development Standards shall be applicable to the Tooele Property to the exclusion in their entirety of any ordinance, rule or regulation adopted by the City pertaining to land use, development or subdivision of real property.
- b. For the Tooele City Property, MIDA shall retain and exercise full and exclusive jurisdiction, including all land use authority, with respect to all land use and development approval matters, including, but not limited to,

the issuance of all land use approvals, plan reviews and approvals, building permits, occupancy permits, inspections, and business licensing, and any appeals therefrom, and no submissions to or approvals by the City shall be required with respect to any of the foregoing. MIDA shall have the right, in the exercise of its sole discretion at any time and from time to time, to contract with any third party (including the City) to provide all or a portion of any such services for the Tooele City Property. Such third party will be selected only after consultation with the Conference Subcommittee. Development agreements pertaining to the Tooele City Property shall be between MIDA and the applicable property owner.

- i. For the Tooele City Property, MIDA will create a Development Review Committee ("DRC"), which shall, depending on the nature of the application submitted and the requirements of the Utah National Guard Project Area Development Standards, act either as a "land use authority" with respect to a given application or as a recommending body for land use decisions that will be presented to the MIDA Board, as will be more fully set forth in the Utah National Guard Project Area Development Standards. The DRC will be chaired by the MIDA Executive Director, or the Director's designee, and consists of other members recommended by MIDA and the other jurisdictions, including the City, with land within the Project Area. MIDA will develop and adopt a DRC which includes some permanent members and some rotating members. Rotating members of the DRC shall be members which are recommended by the local jurisdictions which have Project Area land within the jurisdiction's boundaries. Rotating members shall serve on the DRC only for those land use decisions or recommendations which directly affect Project Area land within their jurisdiction boundaries. All members of the DRC shall be approved by the MIDA Board. MIDA shall set the number of DRC members from time-to-time, it is currently anticipated that the DRC will be comprised of seven (7) members, which will be a combination of not less than 5 permanent members and not more than 2 rotating members. For the Tooele City Property, the DRC shall consist of 5 permanent members selected by MIDA and 2 rotating members recommended by the City and approved by the MIDA Board. If MIDA reasonably finds the person recommended by the City is not acceptable or finds that such member of the DRC consistently misses meetings or is unreasonably disruptive, then MIDA shall have the right to remove such individual from the DRC and shall advise the City of its decision. In such case, the City shall recommend another individual within 30 calendar days. If no acceptable individual is recommended by the City within that period, MIDA can appoint someone of its choosing to be a member of the DRC, provided that the individual is a representative

of the City.

- ii. Appeals of decisions of the DRC shall be made to the MIDA Board pursuant to the Utah National Guard Project Area Development Standards established by the MIDA Board.

8. INFRASTRUCTURE DEVELOPMENT. MIDA and the City agree to cooperate and coordinate with each other so that infrastructure improvements crossing between and/or intended to serve the Tooele City Property and other areas of the City adjacent to the Tooele City Property are designed and installed so as to work to the betterment of both areas. In the event of any disagreement between the City and MIDA over the location, scope, or other coordination details of such infrastructure improvements crossing between land in the Project Area and/or land adjacent to the Project Area, the decision of the City Mayor and the MIDA Executive Director shall control.

9. DEVELOPMENT FUND. Pursuant to the MIDA Act, MIDA shall receive funds to pay for, including financing or refinancing, the development of land within the Project Area, MIDA expenses, and the cost of infrastructure and improvements, recreational facilities, military facilities, and other infrastructure and improvements as set forth, defined, and allowed by the MIDA Act. The funds that are part of the Development Fund, described in Subsection 9(a) below (the “**Development Fund**”), are as follows:

- a. Monies for the Development Fund will come from the:
 - i. 75% of the property tax allocation generated in the Project Area in accordance with the MIDA Act for the 40-year period in which the property tax allocation may be collected (“**Tax Increment Period**”);
 - ii. point of sale portion of sales and use tax collected from the Project Area, in accordance with the MIDA Act;
 - iii. the resort communities tax, if applicable, collected from the Project Area, as authorized by the MIDA Act and adopted by the MIDA Board;
 - iv. the municipal energy tax and the telecommunications tax collected from the Project Area, as authorized by the MIDA Act and adopted by the MIDA Board; and
 - v. the MIDA Accommodations Tax collected from the Project Area, if applicable, and as adopted by the MIDA Board.
- b. Under the MIDA Act, MIDA may use the sales and use tax and the resort communities tax in either the Municipal Services Revenue Fund or the Development Fund. Both Parties agree that to insure the success of the

Project Area, both taxes will be part of the Development Fund during the Tax Increment Period. Following the Tax Increment Period, the proceeds from such taxes may, if agreed by the MIDA Executive Director and the City Mayor, be included in the Municipal Services Revenue Fund, and failing such agreement, shall be retained by MIDA as provided in the MIDA Act.

c. One hundred percent (100%) of the contributions to the Development Fund generated from the Tooele City Property in the Project Area shall be used, consistent with the MIDA Act as follows:

- i. For the payment of any bonds issued by MIDA to fund the infrastructure and improvements, consistent with MIDA Act and benefiting the Project Area, for the entire term of such bonds.; and
- ii. Following the completion of any bond repayment, as set forth in Subsection 9(C)(i) above or if no bonds are issued, to the extent justified and approved by MIDA, the funds shall be used to assist the military owner of the Tooele City Property in the development of improvements and infrastructure that will further the military mission of MIDA and provide support to the military. All uses of these funds shall be in compliance with the terms of the MIDA Act.

d. As between MIDA and the City, MIDA shall, in its sole discretion, determine the timing and use of the Development Fund and any development funds generated from the Project Area, consistent with the MIDA Act.

e. Pursuant to §63H-1-502(l)(e) of the MIDA Act, the MIDA Board finds that all of the infrastructure and improvements to be constructed in the Project Area, which benefit the Project Area, are of benefit to the Project Area and this finding is adopted by the resolution approving this Agreement.

f. MIDA finds that the use of the Development Fund to pay for infrastructure and improvements will be of benefit and support to the military.

g. MIDA may consider issuing bonds to pay for the financing of the publicly owned infrastructure and improvements. Neither the City, nor any of its political subdivisions, including any of the Service Districts, shall have any obligation to issue or repay bonds for infrastructure or improvements within the Project Area.

h. For purposes of § 63H-1-501(2) of the MIDA Act, to begin and calculate the property tax allocation designated by MIDA resolution for any specific parcel of property within the Project Area, if MIDA delegates to the City the responsibility to do building permit inspections with respect to a given parcel pursuant to Section 6, MIDA also designates the City as the entity to issue any certificate of occupancy required for any improvements on that parcel.

10. **MIDA EXPENSES.** In addition to other revenues sources or funds MIDA may have, the MIDA Act allows MIDA expenses to be taken from either the Municipal Services Revenue Fund or the Development Fund or both. However, the Parties agree that, only if needed, as reasonably determined by MIDA, MIDA expenses shall be paid from the Municipal Services Revenue Fund.
11. **MIDA ACCOMMODATIONS TAX.**

Subject to the requirements of the MIDA Act, MIDA may impose a MIDA Accommodations Tax of up to 15% on property within the Project Area. Pursuant to §63H-1-205(11) of the MIDA Act, for as long as the MIDA The MIDA Accommodations Tax, if any, shall be distributed as follows: 2% of the MIDA Accommodations Tax shall be retained by MIDA (i.e., 13.33% of the total revenue generated from the tax) for its operations and the balance shall be deposited to the Development Fund.
12. **NO SEPARATE ENTITY CREATED.** No separate legal entity is created by the terms of this Agreement. There shall be no real or personal property jointly acquired by the Parties as a result of this Agreement.
13. **NO THIRD-PARTY BENEFICIARIES.** This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective Parties hereto. No third-party may enforce the terms of this Agreement or rely on this Agreement in any action against either of the Parties.
14. **PARTIES AS GOVERNMENTAL ENTITIES.** Both Parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this Agreement, neither Party waives any of the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein.
15. **GENERAL INDEMNITY.** Subject to the provisions of this Section, each Party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying Party, its officers, or employees in connection with this Agreement.
16. **INTERLOCAL ACT REQUIREMENTS.**
 - a. This Agreement shall be authorized by resolution or ordinance of the legislative body of each Party, pursuant to §11-13-202.5(l)(b) of the Interlocal Corporation Act;
 - b. The resolution or ordinance of a Party's legislative body approving this

Agreement shall specify the effective date of this Agreement, pursuant to §11-13-202.5(2) of the Interlocal Corporation Act; and

c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Interlocal Corporation Act.

17. **CONTRACT REPRESENTATIVE.**

- a. Each Party agrees to designate a contract representative responsible for matters involving contract interpretation and performance during the term of the Agreement. The initial contract representatives shall be:
 - i. For MIDA, the Executive Director, who is currently Paul Morris.
 - ii. For the City, the City Mayor, who is currently Debra E. Winn.
 - iii. The Parties agree to provide notice to the other Party of any change in designated contract representative prior to the effective date of the transfer of responsibilities.
- b. The Parties agree that the representatives may implement and clarify this Agreement through Memorandum's of Understanding ("MOUs").

18. **NOTICE.** Whenever a Party is required to give notice under this Agreement, it shall be given in writing by depositing it, postage pre-paid, with the U.S. Postal Service addressed to the other Party as follows:

a. If to MIDA: Military Installation Development Authority
Attention: Executive Director
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

With a copy to: Nicole Cottle
Chief Legal and Administrative Officer
450 Simmons Way, No. 400
Kaysville, UT 84037-6722

b. If to the City: Tooele City
Attention: Mayor
90 North Main Street
Tooele, UT 84074

With a copy to: Tooele City Attorney
90 North Main Street
Tooele, UT 84074

The Parties may change the person or address where notice is given by providing written notice to the other Party.

19. **AMENDMENT.** The terms of this Agreement may be modified or amended at any time through execution by the Parties of a written amendment hereto. Any amendment of the Agreement shall specify the changes hereto and the effective date(s) of the changes.
20. **WHOLE AGREEMENT.** This Agreement, including the Exhibits hereto (which are hereby incorporated herein by reference), contains the entire agreement between the Parties, and as of the Effective Date. All promises, representations, understandings, warranties, inducements, and agreements with respect to the matters described in this Agreement have been expressed herein. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect. Any terms not specifically defined herein but defined in the MIDA Act shall have the meanings set forth in the MIDA Act.
21. **AGREEMENT TO MEET AND CONFER—CONFERENCE SUBCOMMITTEE.** Prior to either Party filing any legal action in a court of competent jurisdiction, it shall provide written notice to the other Party of its concerns. The Parties agree that the concerns shall be reviewed by a subcommittee consisting of the chair and vice-chair of each Party or their designees and the MIDA Board member who is appointed by the governor (“**Conference Subcommittee**”). In addition, if the City has any concerns regarding MIDA’s land use decisions on the Tooele City Property it may request in writing a meeting of the Conference Subcommittee to discuss the matter.
22. **TERMINATION.** Except for the indemnification provisions which shall survive termination, this Agreement shall automatically terminate and be of no force and effect with respect to, but only with respect to, any portion of the Tooele City Property that is disconnected or de-annexed from the City.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective as specified above.

[signature pages follow]

Military Installation Development Authority

Paul Morris
Executive Director

Approved as to form:

J. Richard Catten, MIDA Counsel

Tooele City Corporation

Name: Debra E. Winn
Title: Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

Exhibit A

To

**National Guard Project Area Project Area
Tooele City Interlocal Cooperation
Agreement**

Map of Project Area

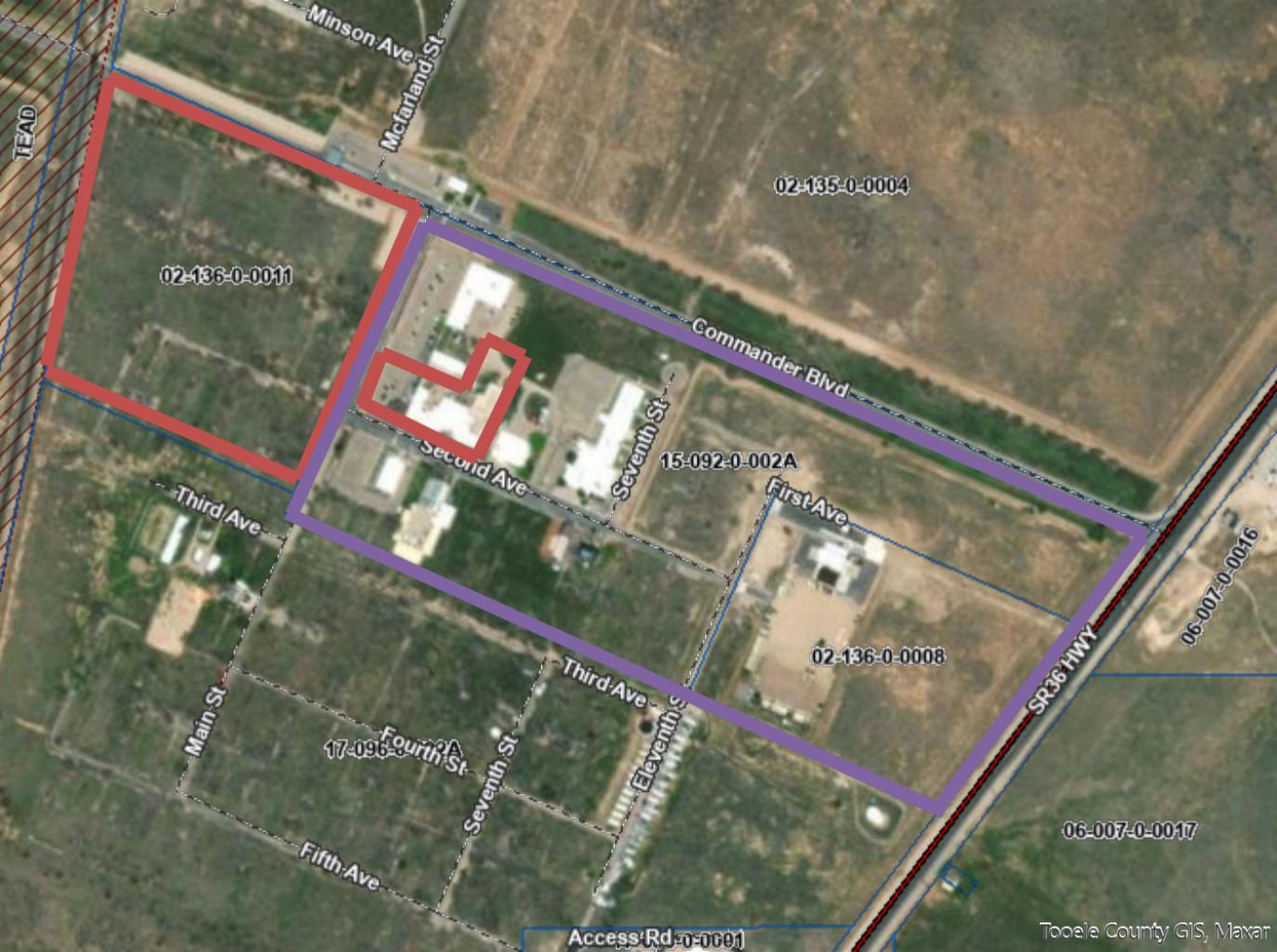
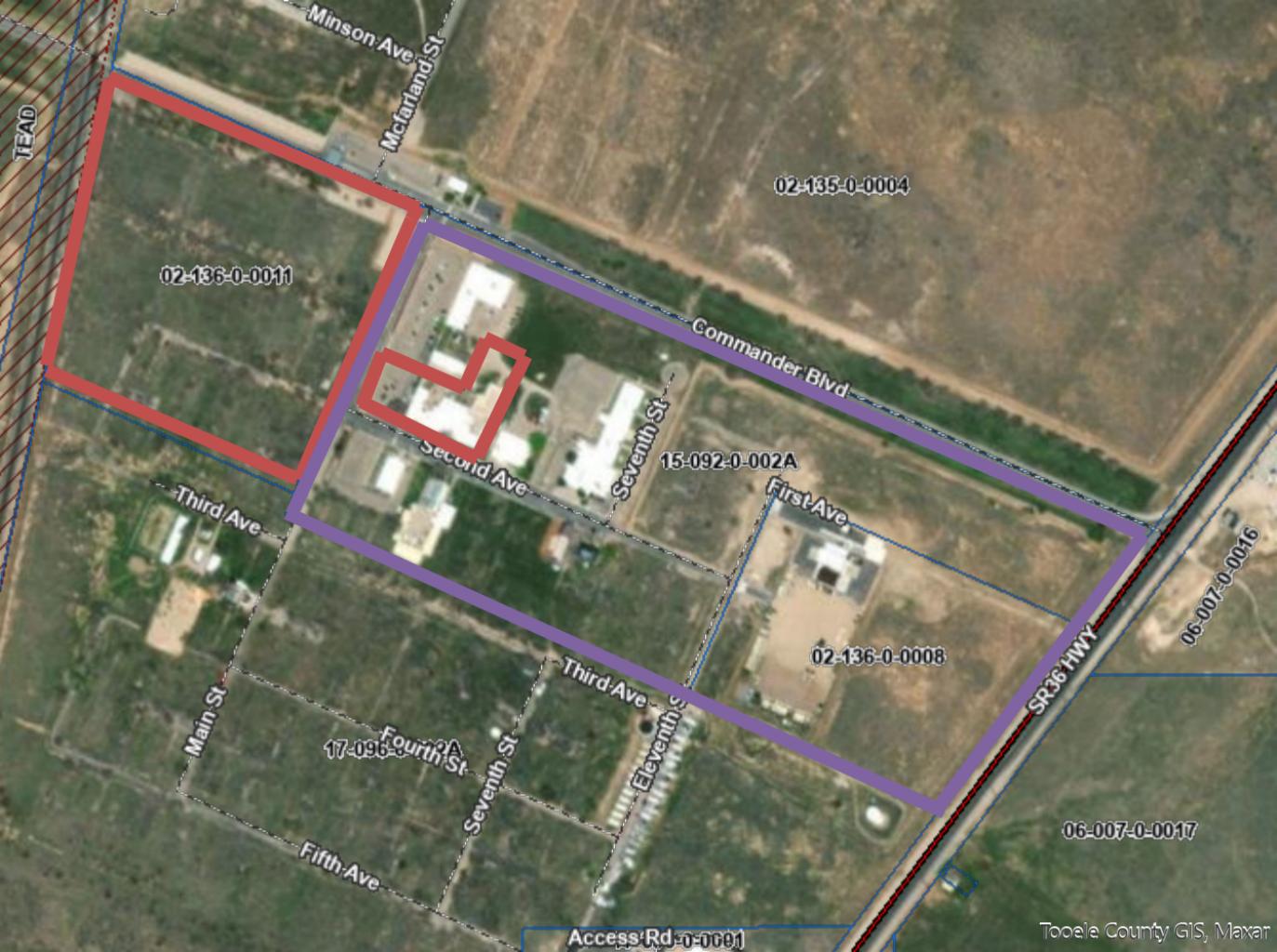


Exhibit B

To

**National Guard Project Area Project Area
Tooele City Interlocal Cooperation
Agreement**

Map and legal description of Tooele City Property



<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)	\$1,534,550	
	Name	Primary Taxable	\$1,534,550	
	Exempt		(\$1,534,550)	
Acres 21.07	Owner	Adjusted Taxable		\$0
Parcel Number 02-136-0-0011	Name	Total		
Account Number R009149	In Care Of			
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT	Name			
Year Built	Owner Address	Tax Area: 22	Tax Rate: 0.014103	
Above Ground SQFT	90 NORTH MAIN ST TOOELE, UT 84074 UNITED STATES			
Basement SQFT	Type	Actual	Assessed	Acres
Basement SQFT	LX01	\$1,534,550	\$1,534,550	21.070
Complete 0				
Status Code EX - Exempt				
HouseNumber				
StreetName				
Parcels 0213600005 0213600009				
OwnerName TOOELE CITY CORP				
Legal BEG ON THE E R/W LI OF THE UN PACIFIC R/R AT A PT THAT IS S 89°45'13" W ALG THE SEC LI 1966.70 FT & S 12°07'50" W ALG SD R/R R/W LI 2082.03 FT FR THE NE COR SEC 6, T4S, R4W, SLB&M, RUN TH ALG SD R/ R/W LI S 12°07'50 W 964.34 FT; TH S 65°40'34" E 871.96 FT; TH N 24°19'26" E 942.58 FT; TH N 65°40'34" W 1075.64 FT TO THE POB. OUT OF 2-136-5				

AND 2-136-9 FOR
2006 YEAR. £

Entry Date

Remarks

<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)	Primary Taxable	Adjusted Taxable
		(\$2,896,751)		\$0
Acres 2.12	Owner			
Parcel Number 02-136-0-0006	Name TOOEL CITY CORPORATION	\$2,896,751	\$2,896,751	
Account Number R013915	In Care Of	Exempt		(\$2,896,751)
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT	Name TOOEL CITY CORPORATION			
Year Built	Owner Address 90 N MAIN TOOEL, UT 84074 UNITED STATES			
Above Ground SQFT				
Basement SQFT				
Basement SQFT Complete 0				
Status Code EX - Exempt				
HouseNumber				
StreetName				
Parcels 0213600002				
OwnerName TOOEL CITY CORPORATION				
Legal BEG AT A PT THAT IS S 89°45'13" W ALG THE SEC LI 1548.95 FT AND DUE S 2939.99 FT FROM THE DEPENDENT RESURVEY 1982 MONUMENTED NE COR OF SEC 6, T4S, R4W, SLB&M, RUN TH S 65°33'38" E 271.85 FT; TH N 24°26'22' E 167.95 FT; TH S 65°33'38" E 129.50 FT; TH S 24°26'22" W 343.89 FT; TH N 65°33'38' W 401.35 FT; TH N 24°26'22" E 175.94 FT TO POB. OUT OF 2-136-2 FOR 2003				
Tax Area: 22 Tax Rate: 0.014103				
	Type	Actual	Assessed	Acres
	BX01	\$2,456,751	\$2,456,751	0.000
	LX01	\$440,000	\$440,000	2.120

YEAR.
(REDESCRIBED
LEGAL TO REFLECT
THE NEW 2004
RESURVEY (REC
10/4/04 #230115
974/891)) 2.12 AC

Entry Date

Remarks

<u>Location</u>	<u>Owner</u>	<u>Value</u>		
		Actual (2024)	Primary Taxable	Adjusted Taxable
		Exempt		Total
Acres 40.33	Owner Name THE UTAH ARMORY BOARD	\$8,510,860	\$8,510,860	\$8,510,860
Parcel Number 15-092-0-002A				
Account Number R091836	Owner Address 450 N STATE ST STE 4110 SALT LAKE CITY, UT 84114			
Tax District 22 - DEPOT ECONOMIC REDEVELOPMENT				
Year Built 1940				
Above Ground SQFT 1532				
Basement SQFT				
Basement SQFT Complete 0				
Status Code EX - Exempt				
HouseNumber 1800				
StreetName SR 36				
Parcels 1509200002				
OwnerName THE UTAH ARMORY BOARD				
Legal LOT 2A, SOUTH ADMIN MINOR SUB, A SUBDIVISION OF TOOEL CITY. LESS AND EXCEPTING THEREFROM ALL THAT CERTAIN PARCEL DESCRIBED AS PARCEL B IN THAT CERTAIN QUIT CLAIM DOCUMENT RECORDED IN TOOEL COUNTY RECORDER'S OFFICE IN BOOK 745 AT PAGE 665. A PARCEL OF LAND,				
Tax Area: 22 Tax Rate: 0.014103				
	Type	Actual	Assessed	Acres
	BX01	\$4,021,210	\$4,021,210	0.000
	LX03	\$4,489,650	\$4,489,650	40.330

SITUATE IN THE
SOUTHEAST
QUARTER OF
SECTION 6,
TOWNSHIP 4
SOUTH, RANGE 4
WEST, SALT LAKE
BASE AND
MERIDIAN, SAID
PARCEL ALSO A
PORTION OF LOT 2,
SOUTH ADMIN
MINOR
SUBDIVISION, AS
ENTRY NO. 261363,
MORE
PARTICULARLY
DESCRIBED AS
FOLLOWS:
BEGINNING AT A
POINT SOUTH
89°46'49" WEST
1861.43 FEET
ALONG THE
SECTION LINE AND
NORTH 1918.14
FEET FROM THE
SOUTHEAST
CORNER OF SAID
SECTION 6,
TOWNSHIP 4
SOUTH, RANGE 4
WEST, SALT LAKE
BASE AND
MERIDIAN, AND
RUNNING; THENCE
NORTH 65°40'21"
WEST 863.72 FEET
TO THE EASTERLY
LINE OF THE
OREGON SHORT
LINE RAILROAD;
THENCE NORTH
12°08'09" EAST 39.04
FEET ALONG SAID
RAILROAD LINE;

THENCE SOUTH
65°40'15" EAST
871.96 FEET;
THENCE SOUTH
24°19'45" WEST
38.13 FEET TO THE
POINT OF
BEGINNING. OUT OF
15-92-2 FOR 2019
YEAR. 40.33 AC

Entry Date

Remarks

TOOELE CITY CORPORATION

RESOLUTION 2024-62

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIG T RECREATION FOR INSTALLATION OF AN X-TREME NINJA OUTDOOR FITNESS COURSE AT ENGLAND ACRES PARK.

WHEREAS, in 1999, the City purchased 25 acres of vacant land from Mazile England for \$679,852 for a regional park to be named England Acres Park; and,

WHEREAS, as fund allocations allowed, the City has improved sections of the Park, including with fields, pavilion, trail, and play equipment; and,

WHEREAS, the City wishes to install an X-Treme Ninja Outdoor Fitness Course at the Park, using a State of Utah-approved contractor, Big T Recreation, for the sum of \$386,696.46; and,

WHEREAS, utilizing a State-approved contractor exempts the project from formal bidding in compliance with City procurement policies and procedures; and,

WHEREAS, the proposed agreement with Big T Recreation is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit A) with Big T Recreation for an X-Treme Ninja Outdoor Fitness Course, in the amount of \$386,696.46, and hereby authorizes the Mayor to execute the agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Big T Recreation Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Big T Recreation of 11618 S State St #1602 Draper, UT 84020**, enter into this Agreement on the **7** day of **August, 2024** (the "Effective Date").

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

1. **Services (Scope of Work).** The Contractor shall provide the following services to the City at **England Acres 880 N 400 E, Tooele UT 8407.**
 - Install X-Treme Ninja Outdoor Fitness Course package 3.
 - All components as listed in the X-Treme Ninja Course package 3 (see attached).
 - Install Sports synthetic turf package with pad.
 - Main Field Color green with red accent pathway.
 - Up to 4,500 sq. ft total (90x50).
 - Curbing and site prep not included and will be provided by general site contractor. Site will be prepared to Big T Recreation standard.
 - Base materials will be provided by others for site preparation.
 - Contractor will provide site containment for the purpose of component protection and site safety during installation of components.
 - Clean up job site during and after completion.
- 2 **Disclaimer of Right of Control.** Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. **Compensation.**
 - a. **Rate.** The City shall pay the Contractor the sum of **\$386,696.46** for fully performing the Services, pursuant to invoice.
 - b. **Total Cost Contract.** This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. **No Benefits.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. **Term of Agreement.** Contractor shall fully perform the Services by **June 30, 2025.**
5. **Termination.** The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. **Indemnification and Insurance.**
 - a. **Contractor Liability Insurance.** Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature _____
Print Name/Title: _____

Attest:

Approved as to form:

Michelle Y. Pitt, Tooele City Recorder

Roger Evans Baker, Tooele City Attorney
Revised 04/27/2023)

SEAL

TOOELE CITY CORPORATION

RESOLUTION 2024-63

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH FIELDTURF USA INC., FOR INSTALLATION OF A BASKETBALL COURT AT ENGLAND ACRES PARK.

WHEREAS, in 1999, the City purchased 25 acres of vacant land from Mazile England for \$679,852 for a regional park to be named England Acres Park; and,

WHEREAS, as fund allocations allowed, the City has improved sections of the Park, including with fields, pavilion, trail, and play equipment; and,

WHEREAS, the City wishes to install a post-tensioned basketball court at the Park, using a State of Utah-approved contractor, FieldTurf USA Inc., for the sum of \$147,248.00; and,

WHEREAS, utilizing a State-approved contractor exempts the project from formal bidding in compliance with City procurement policies and procedures; and,

WHEREAS, the proposed agreement with FieldTurf is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit A) with FieldTurf USA Inc., for a basketball court, in the amount of \$147,248.00, and hereby authorizes the Mayor to execute the agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

FieldTurf USA Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **FieldTurf USA of 175 N Industrial Blvd NE. Calhoun, GA 30701, a(n) INC**, (hereinafter "Contractor") enter into this Agreement on the **7 day of August, 2024** (the "Effective Date").

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

1. **Services (Scope of Work).** The Contractor shall provide the following services to the City at **England Acres 880 N 400 E, Tooele UT 8407**

Installation Post Tensioned Basketball court

- Site access and site access restoration by others.
- Furnish labor and materials.
- Laser grade and compact 4" of base material to achieve proper slope **Fine grade material to be provided by others.**
- Supply and install (1) layer 6 mil. Poly sheeting over sub-grade to reduce friction and vapor retarder.
- Supply and install industry standard post tensioned concrete basketball court, (1) post tensioned slab (90"x100'), 4000 PSI design, edges thickened to (12") inches, reinforced with $\frac{1}{2}$ " steel tendons, and #4 rebar.
- Supply and install (6) some serious sports H8 hoops
- After 30 day curing period, acid wash concrete then applies acrylic primer coat.
- Apply one (1) coat of acrylic surfacer with silica sand.
- Apply two (2) coats of acrylic color with silica sand. Colors to be chosen by owner.
- Paint playing lines as per owner specification.
- Clean up job site during and after completion.

- 2 **Disclaimer of Right of Control.** Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. **Compensation.**

- a. **Rate.** The City shall pay the Contractor the sum of **\$147,248.00** for fully performing the Services, pursuant to invoice.
- b. **Total Cost Contract.** This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
- c. **No Benefits.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. **Term of Agreement.** Contractor shall fully perform the Services by **June 30, 2024**.

5. **Termination.** The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

- a. **Indemnification and Insurance.** **Contractor Liability Insurance.** Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the

City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

- b. **Contractor Indemnification.** Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
- c. **Contractor Workers' Compensation Insurance.** Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. **Evidence of Contractor Insurance.** Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
- e. **Status Verification Indemnification.** Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. **Post-Retirement Release.** Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. **Business License.** If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. **Complete Agreement.** This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. **Waiver of Jury Trial.** The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature _____
Print Name/Title: _____

Attest:

Approved as to form:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Roger Evans Baker, Tooele City Attorney

Revised 04/27/2023)

TOOELE CITY CORPORATION

RESOLUTION 2024-64

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (TOOELE CITY POLICE DEPARTMENT).

WHEREAS, Section III.1.g. of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")¹ provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section V.1.a.(13) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Tooele City Police Department is in possession of a 2004 Chevrolet Silverado truck ("Goods"), which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods were forfeited in a criminal case via a court order, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 77-11c, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-11d:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods by sale to an outside government agency or the public. The funds deriving from the sale will be distributed to the Utah Commission on Criminal and Juvenile Justice (CCJJ) per Court Order.

This Resolution shall take effect upon passage.

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

¹ Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

Handwriting practice lines. The page features five sets of horizontal lines for handwriting practice. Each set consists of a solid top line, a dashed midline, and a solid bottom line. The sets are evenly spaced vertically across the page.

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

Debra E. Winn, Mayor

Debra E. Winn, Mayor

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:

Roger Evans Baker
Roger Evans Baker, City Attorney

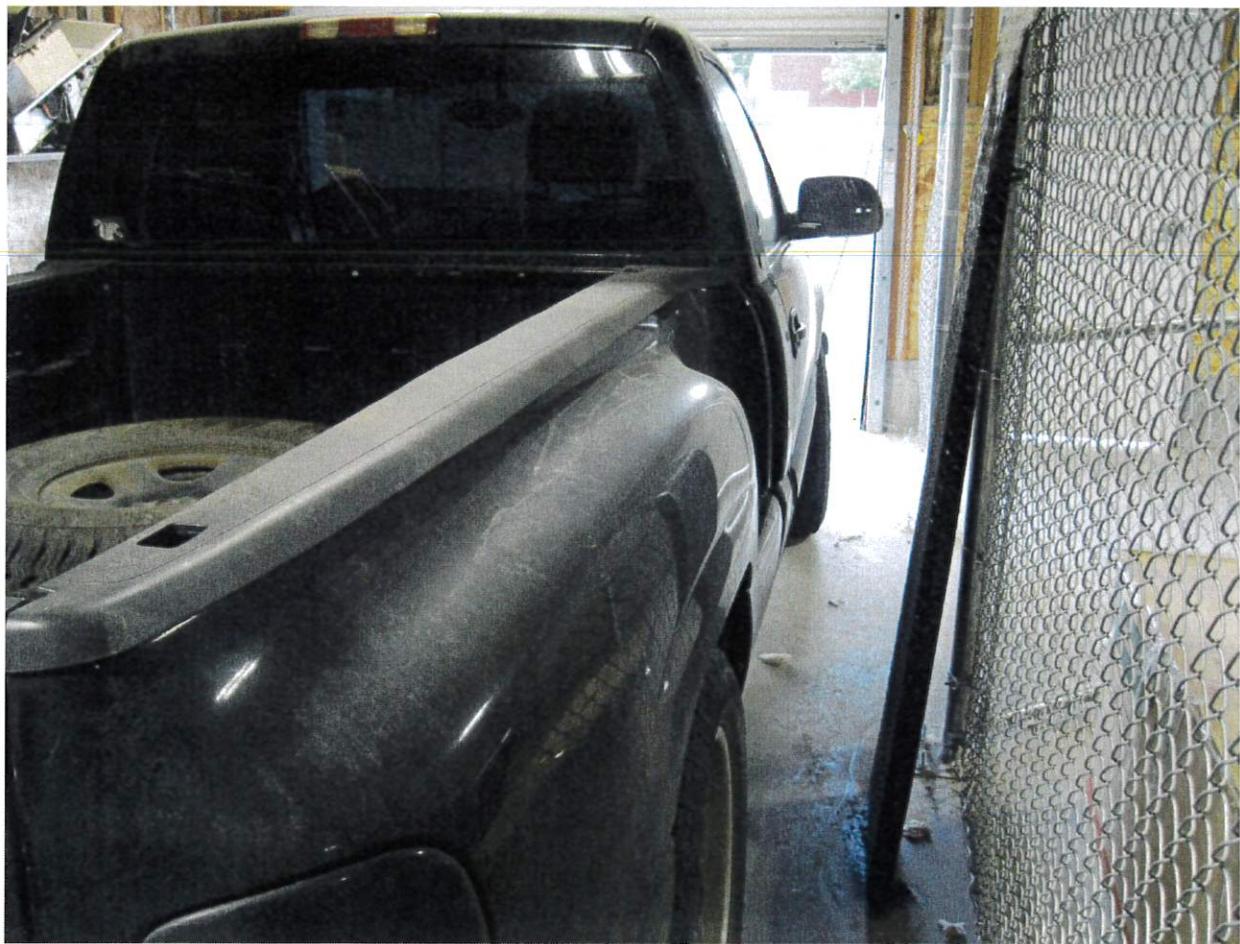
Exhibit A

List of Surplus Goods

2004 Chevrolet Silverado truck, with high mileage, valued at approximately \$2,000.







TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/29/24

DESCRIPTION OF EXPENDITURE:

VENDOR: TOOELE CITY ARTS COUNCIL V# 06300

2024 4TH OF JULY EXPENSES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
ARTS COUNCIL/4TH OF JULY	21 4511 921010	70,000.00	0.00	48,243.00	21,757.00
TOTAL:				48,243.00	

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Sharon Wimber
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



July 19, 2024

Tooele City
90 North Main Street
Tooele, UT 84074

RE: REQUEST FOR TOOELE CITY ARTS COUNCIL 4TH OF JULY REINBURSEMENT

Surf City Allstars (Band)	\$9,000
Dragon Dynamite Displays (Fireworks)	\$15,000
Best Western Hotel (5 rooms)	\$695.00
Carver Louis (4th of July)	\$3,500
Oquirrh Hills (Dinner)	\$828.00
Metro Productions (Stage)	\$6,250
BA Sound LLC (Sound)	\$12,970

Total: \$48,243.00

Please allow this letter to serve as a request for those funds.

Once again, thank you for funding and supporting the Tooele City Arts Council.

Board Members:

Sincerely,

Tooele City Arts Council Board

Pamela Giles (Chair)
Maresa Manzione
Dave McCall
Holly Tippetts
Rebecca Rockwell
Pamela Giles
Ruth Nichols
Michelle Boekweg
Matthew Flygare

Phone: (435) 830-2458

21-4511-921010

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/02/24

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY FORD V# 09566

2023 FORD EXPLORER - BLACK \$54,245

2023 FORD EXPLORER - BLACK \$54,245

2023 FORD EXPLORER - BLACK \$51,315

2023 FORD EXPLORER - BLACK \$52,215

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	10 4211 748000	325,000.00	0.00	212,020.00	112,980.00
TOTAL:				212,020.00	

REQUESTED

IS) Chief Day
DEPARTMENT HEAD

REVIEWED

Shannon Wimmer
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN

2024 EXPLORER 4-DOOR

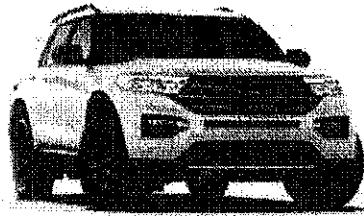
EXPLORER 4-DOOR ACTIVEX SEAT MATERIAL

202A



Exterior Color
STAR WHITE MET TRI-COAT

Interior Color
LIGHT SLATE INTERIOR
ACTIVEX SEAT MATERIAL



Window Sticker

Invoice

20 City / 27 Hwy
EPA Estimated MPG

Power & Handling

2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION

Exterior Features

- DOOR HANDLES - BODY COLOR
- EASY FUEL® CAPLESS FILLER
- HEADLAMPS - AUTO LED
- LED SIGNATURE LIGHTING
- MIRRORS-MAN-FOLD DUAL PWR
- HEATED WITH APPROACH LAMPS
- POWER LIFTGATE
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, BODY COLOR
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- TRAILER SWAY CONTROL
- VARIABLE INTERVAL WIPERS

Ken Garff Fleet Price:

\$51,315.00

VENDOR # 0915h6

P.O. # 104211-748000

DEPT. # 1131124

DATE 11/31/24

AMOUNT \$ 51,315.00

SIGNATURE

Interior Features

- 1TOUCH UP/DOWN DR/PASS WIN
- 3RD ROW - 50/50 FOLD FLAT
- DUAL ILLUM VIS VANITY MIRR
- FRONT ROW HEATED SEATS
- IP CLUSTER 6.5" LCD SCREEN
- LTHR WRAPPED STEERING WHL
- W/MOUNTED CTRLS, TILT/TELE
- POWER DRIVER SEAT - 10 WAY
- POWERPOINTS - 12V
- POTARY GEAR SHIFT DIAL
- TRI-ZONE ELECTRNC TMP CTRL
- USB A(1) AND C(1)-1ST ROW

Functional

- 4-DR INTELL ACCESS LOCK
- UNLOCK W/PUSH-BUTTON START
- AM/FM/MP3, 6 SPEAKERS
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360
- FORDPASS CONNECT
- HILL START ASSIST
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REFRESH95
- SIDE-WIND STABILIZATION
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®

Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAG-DRIVER/PASS KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS

Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Options

- 2024 MODEL YEAR
- STAR WHITE MET TRI-COAT
- EBONY/LT SLATE ACTIVEX SEAT
- 2.3L ECOBOOST I-4 ENGINE
- 10-SPEED AUTO TRANSMISSION
- JOB #2 ORDER
- 4WD REGIONAL DISCOUNT
- 50 STATE EMISSIONS
- CLASS IV TRAILER TOW PACKAGE
- 4G LTE WI-FI HOTSPOT CREDIT
- FORD CO-PILOT360 ASSIST+
- ADAPTIVE CRUISE CONTROL
- VOICE-ACTV TOUCHSCRN NAV SYS
- EVASIVE STEERING ASSIST
- XLT SPORT APPEARANCE PACKAGE
- P255/55R20 A/S BSW TIRES
- 20" CRBN GRAY-PTD 10-SPK WHLS
- FRONT LICENSE PLATE BRACKET
- CLASS D 5001-6000 LBS.
- EQUIPMENT GROUP 202A
- 119 INCH WHEELBASE
- REMOTE START SYSTEM
- SYNC 3
- TRI-ZONE ELEC TEMP CONTROL
- AM/FM STEREO
- ANTI THEFT PERIMETER ALARM
- HEATED STEERING WHEEL
- REVERSE SENSING SYSTEM

- ROOF-RACK SIDE RAILS, BLACK
- HEATED SEATS 1ST ROW
- 8-WAY POWER PASSENGER SEAT
- ACTIVEX SEAT MATERIAL
- LIGHT SLATE INTERIOR
- LIGHT SLATE INTERIOR

Dealer Add-ons

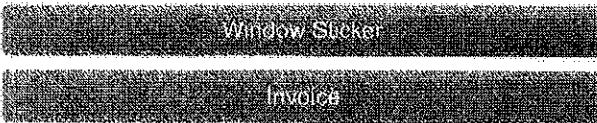
2024 EXPLORER 4-DOOR

EXPLORER 4-DOOR ACTIVEX SEAT MATERIAL

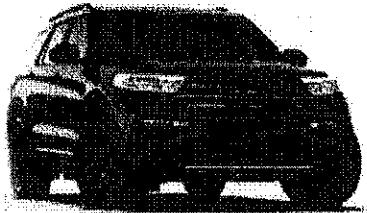
202A



Exterior Color
CARBONIZED GRAY METALLIC



Interior Color
LIGHT SLATE INTERIOR
ACTIVEX SEAT MATERIAL



Window Sticker

20 City / 27 Hwy
EPA Estimated MPG

Invoice

Power & Handling

2.3L ECOBOOST I-4 ENGINE
10-SPEED AUTO TRANSMISSION

Ken Garff Fleet Price:

\$52,215.00

Exterior Features

- DOOR HANDLES - BODY COLOR
- EASY FUEL® CAPLESS FILLER
- HEADLAMPS - AUTO LED
- LED SIGNATURE LIGHTING
- MIRRORS-MAN-FOLD DUAL PWR
- HEATED WITH APPROACH LAMPS
- POWER LIFTGATE
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER, BODY COLOR
- ROOF-RACK/SIDE RAILS-BLACK
- TAILLAMPS-LED
- TRAILER SWAY CONTROL
- VARIABLE INTERVAL WIPERS

VENDOR # 691506

P.O. #

DEPT. # 10-4211748000

DATE 2/21/24

AMOUNT 52,215.00

SIGNATURE

Interior Features

- 1 TOUCH UP/DOWN DR/PASS WIN
- 3RD ROW - 50/50 FOLD FLAT
- DUAL ILLUM VIS VANITY MIRR
- FRONT ROW HEATED SEATS
- IP CLUSTER 6.5" LCD SCREEN
- LTHR WRAPPED STEERING WHL
- W/MOUNTED CTRLS, TILT/TELE
- POWER DRIVER SEAT - 10 WAY
- POWERPOINTS - 12V
- ROTARY GEAR SHIFT DIAL
- TRI-ZONE ELECTRNC TMP CTRL
- USB A(1) AND C(1)-1ST ROW

Functional

- 4-DR INTELL ACCESS LOCK/
- UNLOCK W/PUSH-BUTTON START
- AM/FM/MP3, 6 SPEAKERS
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360
- FORDPASS CONNECT
- HILL START ASSIST
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- REFRESH95
- SIDE-WIND STABILIZATION
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®

Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAG-DRIVER/PASS KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS

Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Options

- 2024 MODEL YEAR
- CARBONIZED GRAY METALLIC
- EBONY/LT SLATE ACTIVEX SEAT
- 2.3L ECOBOOST I-4 ENGINE
- 10-SPEED AUTO TRANSMISSION
- JOB #2 ORDER
- 4WD REGIONAL DISCOUNT
- 50 STATE EMISSIONS
- TWIN PANEL MOONROOF
- CLASS IV TRAILER TOW PACKAGE
- 4G LTE WI-FI HOTSPOT CREDIT
- FORD CO-PILOT360 ASSIST+
- ADAPTIVE CRUISE CONTROL
- VOICE-ACTV TOUCHSCRN NAV SYS
- EVASIVE STEERING ASSIST
- XLT SPORT APPEARANCE PACKAGE
- P255/55R20 A/S BSW TIRES
- 20" CRBN GRAY-PTD 10-SPK WHLS
- FRONT LICENSE PLATE BRACKET
- CLASS D 5001-6000 LBS.
- EQUIPMENT GROUP 202A
- 119 INCH WHEELBASE
- REMOTE START SYSTEM
- SYNC 3
- TRI-ZONE ELEC TEMP CONTROL
- AM/FM STEREO
- ANTI THEFT PERIMETER ALARM
- HEATED STEERING WHEEL

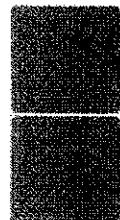
- REVERSE SENSING SYSTEM
- ROOF-RACK SIDE RAILS, BLACK
- HEATED SEATS-1ST ROW
- 8-WAY POWER PASSENGER SEAT
- ACTIVEX SEAT MATERIAL
- LIGHT SLATE INTERIOR

Dealer Add-ons

2023 EXPLORER 4-DOOR

EXPLORER 4-DOOR

500A



Exterior Color
AGATE BLACK METALLIC



Interior Color
EBONY INTERIOR

Window Sticker

17 City / 22 Hwy
EPA Estimated MPG

Invoice

Power & Handling

3.0L ECOBOOST V6 ENGINE
10-SPEED AUTO TRANSMISSION

Exterior Features

- 18" H.D. STEEL WHEELS
- 265/60R18 A/S BSW
- POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED
- LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
- KEY LOCKS (DR/PASS/LFT/GT)
- PRIVACY GLASS 2ND/3RD ROW

Interior Features

- 35/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE
- CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- HTD SANITIZATION SOLUTION
- PWR DR/SEAT/6-WAY/M LUMBAR
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- TIPT/TELESCOPING STEERING
- WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

Ken Garff Fleet Price:

\$54,245.00 *✓ 2 Vehicles*

VENDOR # 09566

P.O. #

DEPT. # 10-4211-748000

DATE 7/30/24

AMOUNT \$ 54,245.00

SIGNATURE

VENDOR # 09566

P.O. #

DEPT. # 10-4211-748000

DATE 7/30/24

AMOUNT \$ 54,245.00

SIGNATURE

- UNIVERSAL TOP TRAY

Functional

- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FORD TELEMATICS
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES: 4 WHL DISC
- W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER
- TRANSMISSION-10-SPEED AUTO

Safety/Security

- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

Warranty

- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN
- CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

Options

- 2023 MODEL YEAR
- AGATE BLACK METALLIC
- EBONY CLOTH FRT/VINYL REAR
- AM/FM STEREO
- 3.0L ECOBOOST V6 ENGINE
- 10-SPEED AUTO TRANSMISSION
- 50 STATE EMISSIONS
- HEADLAMP LED DRW-WHELEN
- KEYLESS ENTRY/4 FOBS
- 4G LTE WI-FI HOTSPOT CREDIT
- WIRING GRILL/LAMP/SIREN/SPKRS
- POL WIRE HARNESS CONNECTOR KIT
- POLICE WIRING KIT REAR
- POLICE WIRING KIT FRONT
- CLASS E 6001-7000 LBS.
- EQUIPMENT GROUP 500A
- P255/60R18 A/S BSW TIRES
- 119 INCH WHEELBASE
- CLASS IV TRAILER TOW PACKAGE
- AUTO START-STOP REMOVAL
- TRI-ZONE ELEC TEMP CONTROL
- CONFIG AUDIO CTRLS LESS VOICE
- JOB #1 ORDER
- 18" BLACK-PAINTED STEEL WHEEL
- WHEEL HUB CAPS

- ✓ FRONT HEADLMP HOUSING ONLY PKG
- ✓ CLOTH BUCKETS/VINYL REAR SEATS
- ✓ EBONY INTERIOR
- ✓ P285/60R18 A/S BSW TIRES
- ✓ 113 INCH WHEELBASE
- ✓ CLASS IV TRAILER TOW PACKAGE
- ✓ AUTO START-STOP REMOVAL
- ✓ TRI-ZONE ELEC TEMP CONTROL
- ✓ CONFIG AUDIO CTRLS LESS VOICE
- ✓ JOB #1 ORDER
- ✓ 18" BLACK-PAINTED STEEL WHEEL
- ✓ WHEEL HUB CAPS
- ✓ FRONT HEADLMP HOUSING ONLY PKG
- ✓ CLOTH BUCKETS/VINYL REAR SEATS
- ✓ EBONY INTERIOR

Dealer Add-ons

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

Date: Wednesday, July 17, 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

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

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

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

3. Mayor's report

Mayor Winn shared the following information:

Staff met with Tooele County Housing Authority about the homeless shelter.

The City received a shout out from Utah Division of Water Resources for Tooele's water wise uses. School will be beginning soon. Repairs are being done to the roundabout on Berra Boulevard. Tooele has been installing more 4-way stops throughout the City to help with safety concerns.

4. Council Member's Report

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

5. Discussion Items

A. Resolution 2024-57; A Resolution of the City Council (The “Council”) of Tooele City, Utah (The “City”), Providing for the Creation of 10th and Main Public Infrastructure District (The “District”) as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters

Presented by John Perez, Economic Development Director

Mr. Perez presented an amendment for the Public Infrastructure District. The district can only impose taxes when they receive written consent from all property owners. This allows them to be a taxing entity.

B. Civil Penalties for Zoning Violations

Presented by Roger Baker, City Attorney

Mr. Baker presented civil penalties for zoning violations. There are limited law enforcement resources within the community. Many communities are moving towards civil penalties instead of criminal charges. Civil penalties can be handled by the Community Development Department as zoning violations. This allows the police department to focus on criminal matters.

Chief Day addressed the Council. This change will allow Tooele City officers to be more present with criminal matters.

The Council asked the following questions:

Will the City need to hire additional staff to help with this change?

Will there be a uniform to help with the credibility of the staff?

Mayor Winn addressed the Council. There was one code enforcement officer. Now, the City has four code enforcement officers that can be moved around to help in these matters. All staff will be a part of the process to help with the violations. At this time, the City is not planning to hire additional staff.

Mr. Baker addressed the Council. The standard operating procedures is that when an employee approaches the property with a warrant, the City would have an officer present.

C. Discussion on the Canyon Springs Annexation Agreement

Presented by Roger Baker, City Attorney

Mr. Baker presented the Canyon Springs Annexation Agreement. The agreement addresses water rights, culinary water, and sanitary sewer and storm water studies. The trail component has been removed. This area is under discussion with UDOT and the county. The single-family designs standards will apply to this development. A provision for dwelling sizes has been added to accomplish the objective of a move-up development. The housing authority contribution has been removed and replaced with a public safety contribution. The parks department contribution will remain. This item will be seen during the business meeting on August 7.

The Council asked the following questions:

Does the sanitary sewer and storm water include the 1000 north improvements?

When does the City receive the contributions?

Are there requirements for garage sizes?

Does the developer intend to do any larger homes over 1800 square feet?

Mr. Baker addressed the Council's questions. If the studies list a certain improvement, the development would be required to make those improvements. Once the annexation is approved, they would receive funds in phases. The garage sizes are not written in the agreement.

Mr. Aagard addressed the Council's. The current ordinance is 1100 square feet for a rambler. The multi-story home has a minimum of 1300 square feet.

Brett addressed the Council. The company has done step up homes within the county. The company has done 1700 square-feet for a single level rambler and 2200 square-feet for a multi-level home. The developer is in favor of a percentage of the homes having three-car garages. This is market driven. In the past, it has been spec-driven.

Mr. Sloan provided examples within the City of move-up homes.

The Council would like to see a minimum of 50% of the homes with 3-car garages. The minimum of 1700 square-feet for a one-story home and 2400 square-feet for multi-level homes.

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

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

Council Member Gochis motioned to move to 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, Paul Hansen, Chief Adrian Day, Jamie Grandpre, and John Perez.

7. Adjourn

Chairman Brady adjourned the meeting at 6:46p.m.

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

Approved this ____ day of August, 2024

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, July 17, 2024

Time: 7:00 p.m.

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

City Council Members Present:

Melodi Gochis

Justin Brady

Maresa Manzione

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione, Present

Ed Hansen, Present

Dave McCall, Present

3. Fire Department New Recruits and Award

Chief McCoy presented the Company Recognition Award 2023 which was presented by the Utah Fire Fighters Association Committee for their response to the run-away truck accident in 2023. Chief McCoy presented the new recruits.

4. Youth Court Presentation

Youth Court presented a few youths in the community who committed a crime against Tooele City.

Caden and Corbin Wall formally apologized to the City.

5. Public Comment Period

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

6. Public Hearing on a Petition for the Canyon Springs Annexation of 61.16 Acres of Land at approximately 750 North Droubay Road by Howard Schmidt into the Tooele City Corporate Limits

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a petition for the Canyon Springs Annexation for the property located at 750 North Droubay Road. The annexation is to bring property that is unincorporated into Tooele City boundaries. The applicant is proposing to develop the property into 170 single-family homes.

The public hearing was opened.

Chairman Brady read the public comment emails that were received from Glen Protti and Camille Protti. They shared concerns of water, traffic, pollution, and safety.

Paul Medina shared concerns of water and traffic.

Brett Louill shared his excitement for the project and willingness to work with the City.

The public hearing was closed.

7. Resolution 2024-56 A Resolution of the Tooele City Council Authorizing the Payment of a Fee in Lieu of Water Rights Conveyance, by the City, and the Reservation of Water Rights for the Perry Commercial Center

Presented by John Perez, Economic Development Director

Mr. Perez presented the reservation of water rights for the Perry Commercial Center. The estimated sales tax is \$1.2 million yearly.

Chairman Brady motioned to approve Resolution 2024-56 A Resolution of the Tooele City Council Authorizing water rights allocation for the Perry Commercial Center. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2024-57 A Resolution of the City Council (The “Council”) of Tooele City, Utah (The “City”), Providing for the Creation of 10th and Main Public Infrastructure District (The District”) as an Independent District, Authorizing and Approving an Amended and Restated Governing Document and an Amended and Restated Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters

Presented by John Perez, Economic Development Director

Mr. Perez presented an amendment for the Public Infrastructure District. The district can only impose taxes when they receive written consent from all property owners. This allows them to be a taxing entity.

This item was discussed during the work meeting.

Council Member Manzione motioned to approve Resolution 2024-57. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

9. Resolution 2024-58 A Resolution of the Tooele City Council Acknowledging the Mayor’s Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member

Presented by Mayor Debbie Winn

Mayor Winn presented the Mayor’s Appointment of Jon Gossett to the Planning Commission as an alternate Commission member.

Council Member Hansen motioned to approve Resolution 2024-58; A Resolution of the Tooele City Council Acknowledging the Mayor’s Appointment of Jon Gossett to the Planning Commission as an Alternate Commission Member. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

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

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented a ratification of Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements. The contract is with Broken Arrow in the amount of \$156,380.63 with an \$8,000 contingency.

Council Member Manzione motioned to approve Resolution 2024-59; A Resolution of the Tooele City Council Approving and Ratifying a Change Order No. 1 to a Roadway Improvements Project for the 2000 North and Berra Boulevard Roundabout Intersection Improvements. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

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

Presented by Michelle Pitt, City Recorder

Resolution #2024-27 regarding the Tier 2 Public Safety/Fire Pick-up Election, and Resolution #2024-33 regarding the School Resource Officer Retention Bonus were brought before the City Council on June 19th and were approved. As staff were filing and indexing these resolutions, the staff realized that the numbers 2024-27 and 2024-33 had already been assigned to resolutions and had already been approved by the Council. This item does not require a vote, but is presented as a housekeeping item. Resolution #2024-27 will be renumbered to 2024-37, and Resolution #2024-33 will be renumbered to 2024-34.

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

Presented by Michelle Pitt, City Recorder

This item was presented with the above information of #11.

13. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Nickerson Company for pump well #12 in the amount of \$50,451.

Rehrig Pacific Co. for 702 garbage cans in the amount of \$40,288.30.

Broken Arrow for the 100 S 100 W storm drain replacement in the amount of \$46,115.41.

RH Borden & Company LLC for the acoustic assessment of sewer line pipes and manhole inspections in the amount of \$51,150.

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

14. Minutes

There are no changes to the minutes

Council Member Hansen motioned to approve Minutes. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council

Member Gochis, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

15. Adjourn

Chairman Brady adjourned the meeting at 7:33pm.

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

Approved this ____ day of August, 2024

Justin Brady, City Council Chair