

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 18, 2025 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](http://www.utah.gov), the Tooele City Website [www.tooelecity.gov](http://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](mailto: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](mailto: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. **Recognition of Michelle Pitt's Retirement**
5. **Public Hearing and Motion on Ordinance 2025-12** An Ordinance of the Tooele City Council Adopting a Compensation Schedule for Fiscal Year 2025-2026  
*Presented by Kami Perkins, HR Director*
6. **Public Hearing and Motion on Resolution 2025-57** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025  
*Presented by Shannon Wimmer, Finance Director*
7. **Resolution 2025-56** A Resolution of the Tooele City Council Adopting the Certified Tax Rate for Fiscal Year 2025-2026  
*Presented by Shannon Wimmer, Finance Director*
8. **Public Hearing and Motion on Resolution 2025-35** A Resolution of the Tooele City Council Adopting a Final Budget for Tooele City for Fiscal Year 2025-2026  
*Presented by Shannon Wimmer, Finance Director*
9. **Fraud Risk Assessment**  
*Presented by Shannon Wimmer, Finance Director*

10. **Resolution 2025-51** A Resolution of the Tooele City Council Approving the Annexation of 1,432 Acres of Property Known as the Compass Point Property into the North Tooele City Special Service District  
*Presented by Justin Brady, City Council Chairman*
11. **Public Hearing and Motion on Resolution 2025-52** A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of the Compass Point Public Infrastructure Districts No. 1 Through 8 (Collectively, the "Districts") as Independent Districts; Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing Boards of Trustees; Authorizing other Documents in Connection Therewith; and Related Matters  
*Presented by Matthew Johnson, Assistant City Attorney*
12. **Public Hearing and Motion on Ordinance 2025-20** An Ordinance of Tooele City Reassigning the Zoning for Approximately 11.7 Acres of Property Located at 249 East 1000 North from the RR-5 Residential Zoning District to the LI Light Industrial Zoning District  
*Presented by Andrew Aagard, Community Development Director*
13. **Ordinance 2025-18** An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-8 and Adopting the Utah Wildland Urban Interface Building Code  
*Presented by Nick Wall, Fire Marshal*
14. **Resolution 2025-37** A Resolution of the Tooele City Council Consenting to the Payment of a Retention Bonus to School Resource Officers (SROs) Assigned on a Regular Full-Time Basis to a School for the 2025-2026 School Year  
*Presented by Kami Perkins, HR Director*
15. **Resolution 2025-38** A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2025, Will Pick up and Pay an Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety & Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up  
*Presented by Kami Perkins, HR Director*
16. **Resolution 2025-53** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Glen Eagles Park Restroom Project  
*Presented by Darwin Cook, Parks & Recreation Director*
17. **Resolution 2025-55** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Veterans Memorial Park Restroom Project  
*Presented by Darwin Cook, Parks & Recreation Director*

18. **Resolution 2025-54** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Glen Eagles Park Water Meter and Pressure Reducing Zone Valve Project  
*Presented by Darwin Cook, Parks & Recreation Director*
19. **Resolution 2025-58** A Resolution of the Tooele City Council Approving a Contract with Musco Sports Lighting, LLC, for the Installation of Ball Field Lighting at Parker's Park  
*Presented by Darwin Cook, Parks & Recreation Director*
20. **Resolution 2025-59** A Resolution of the Tooele City Council Approving a Purchase and Financing Documents with Yamaha Motor Finance Corporation for the Purchase of 80 New Golf Carts  
*Presented by Darwin Cook, Parks & Recreation Director*
21. **Resolution 2025-60** A Resolution of the Tooele City Council Approving a Contract with Tagmarshal International Limited for the Lease of a Golf Cart GPS System for the Oquirrh Hills Golf Course  
*Presented by Darwin Cook, Parks & Recreation Director*
22. **Ordinance 2025-19** An Ordinance of Tooele City Adopting Government Records Retention Schedules  
*Presented by Michelle Pitt, City Recorder*
23. **Renaming Ordinance 2025-11**, Regarding a Zoning Map Amendment Request by Perry Homes  
*Presented by Michelle Pitt, City Recorder*
24. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
25. **Minutes**  
~June 4, 2025 Work Meeting  
~June 4, 2025 Business Meeting
26. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

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

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2025-12**

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL ADOPTING A COMPENSATION SCHEDULE FOR FISCAL YEAR 2025-2026.**

WHEREAS, Senate Bill 91 of the 2024 Utah Legislature, effective May 1, 2024, amended ordinance and public hearing requirements for fixing elective and statutory officer compensation, adopting a compensation schedule, and increasing executive municipal officer compensation; and,

WHEREAS, Utah Code §10-3-818(1) states that "The elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing," and Tooele City's governing body is the City Council; and,

WHEREAS, Utah Code §10-3-818(2) provides that "Before a governing body may adopt a final budget...that includes a compensation increase for an executive municipal officer, the governing body" shall hold a public hearing noticed at least seven days prior to the hearing, and that the hearing be separate from, and precede, the budget public hearing; and,

WHEREAS, the term "executive municipal officer" in Utah Code §10-3-818 is defined to mean the city manager or chief administrative officer, assistant city manager or assistant chief administrative officer, city attorney, city department heads, and the chief assistant or chief deputy to department heads; and,

WHEREAS, Tooele City, pursuant to its enacted Personnel Policies & Procedures Manual ("Policy Manual"), finds and understands that the elected Mayor under Tooele City's charter and council-mayor forms of government, while potentially being included in the definition of "executive municipal officer," is nonetheless an elected official and, therefore, is appropriately governed by the Elected Officials' Compensation & Allowances provisions of the Policy Manual (see Tooele City Charter Section 2-02, Tooele City Code Chapter 1-6, and Policy Manual §4B3 and §9H); and,

WHEREAS, Tooele City, pursuant to its enacted Policy Manual, finds and understands that "head or chief of a city...department or division" provision of UCA §10-3-818 refers to the Directors of the Administration Departments (including the City Attorney) appointed by the Mayor with the consent of the City Council, exempt from FLSA overtime and other provisions, and not enjoying merit protections in their positions (see Charter Section 2-06, TCC §1-6-4(2), Policy Manual §4B4 and §9G), and this Ordinance will use the UCA §10-3-818 term "executive municipal officers" to mean, and to be used in the stead of, the terms Department Heads, Department Directors, and Appointed Officials; and,



WHEREAS, Tooele City, pursuant to its enacted Policy Manual, finds and understands that Tooele City does not have chief assistant and chief deputy to department head positions, as in larger cities, and that existing assistant positions are not mayoral appointments, "are classified as Regular status employees...and are not considered as appointed employees" or executive municipal officers (Policy Manual §4B4c) (see also TCC §1-6-4(2)); and,

WHEREAS, Tooele City Code §1-5-11(1) provides that "The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected"; and,

WHEREAS, Tooele City Code §1-5-11(2) provides that "The council shall adopt a salary schedule for all Tooele City employees with each fiscal year's budget"; and,

WHEREAS, the Policy Manual contains the policies, procedures, and processes to be used in the administration of City personnel matters, including compensation and benefits as well as Policy Manual amendments; and,

WHEREAS, Policy Manual Section 9 delineates the policies and procedures for the City's administration of compensation of Tooele City employees including, but not limited to:

- Assigning positions to a salary grade on the Tooele City Salary Schedule which includes established fiscal controls via minimum and maximum rates of pay for each salary grade;
- Assigning employee steps within the salary grade upon hire or promotion;
- Awarding a step increase in pay for completion of an orientation period, and annual merit increases for employees who have received the required score on their most recent performance evaluation;
- Adjusting compensation for Cost of Living (COLA) or other adjustments made to the approved Salary Schedule;
- Awarding a \$500 Tenured Service Performance Bonus payment to employees who are at the maximum of their position's salary range and ineligible for further increases;
- Complying with the Fair Labor Standards Act (FLSA) and the City's administration of compensation for FLSA exempt employees;
- Payment of stipends at rates approved with the fiscal year budget;
- Calculating and paying severance pay for appointed employees; and,
- Etc.

WHEREAS, compensation for executive municipal officer compensation proposed in the fiscal year 2025-2026 budget continues to align with the Policy Manual and the proposed Tooele City Salary Schedule (compensation schedule) for fiscal year 2025-2026; and,

WHEREAS, other Sections of the Policy Manual provide for benefits, paid leave accrual, leave cash-outs upon termination, sick leave buy-backs for eligible employees, etc., and any revisions require approval of the City Council through amendments to the Policy Manual; and,

WHEREAS, the Policy Manual, Salary Schedule, City Budget, and this Ordinance anticipate and budget for the increased compensation of each city employee, including executive municipal officers, and the public hearing conducted regarding, and prior to, this Ordinance satisfies the requirements of Utah Code §10-3-818 for the fiscal year's compensation, including compensation increases; and,

WHEREAS, on June 18, 2025, the City Council convened a duly-noticed public hearing, prior to and separate from the budget public hearing, satisfying the requirements of UCA §10-3-818:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Salary Schedule (compensation schedule) for fiscal year 2025-2026 (Exhibit A) is hereby adopted and includes all anticipated compensation increases for executive municipal officers of Tooele City Corporation (for comparison, see also the compensation schedule for fiscal year 2024-2025, attached as Exhibit B).

BE IT FURTHER RESOLVED that, following the public hearing, approval of this Ordinance shall satisfy the resolution requirement of TCC §1-5-11 and the requirements of UCA §10-3-818.

This Ordinance shall become effective retroactive to the first pay period of the fiscal year 2025-2026 budget, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

# **EXHIBIT A**

**Tooele City Salary Schedule  
for Fiscal Year 2025-2026**

**and**

**Executive Municipal Officer Position  
Salary Grades  
for Fiscal Year 2025-2026**



Tooele City Executive Municipal Officer  
Position Salary Grades

Fiscal Year 2025-2026

Position Title	Salary Schedule Grade
LIBRARY DIRECTOR	22
ECONOMIC DEVELOPMENT DIRECTOR	22
CITY RECORDER/PURCHASING AGENT	22
FINANCE DIRECTOR	24
HR DIRECTOR/TREASURER	24
COMMUNITY DEVELOPMENT DIRECTOR	24
PARKS & RECREATION DIRECTOR	24
PUBLIC WORKS DIRECTOR	24
IT DIRECTOR	24
FIRE CHIEF	24
CITY ATTORNEY	25
PSD/CHIEF OF POLICE	PO57

GENERAL SALARY SCHEDULE - Revised: 06/22/2025 for FYE 6/2026

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	HOURLY	13.70	13.97	14.25	14.54	14.83	15.13	15.43	15.74	16.05	16.37	16.70										
2	HOURLY	14.47	14.76	15.05	15.36	15.66	15.98	16.30	16.62	16.95	17.29	17.64										
3	HOURLY	15.08	15.38	15.69	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38										
4	HOURLY	15.97	16.29	16.62	16.95	17.29	17.63	17.98	18.34	18.71	19.09	19.47										
5	HOURLY	16.88	17.22	17.56	17.91	18.27	18.64	19.01	19.39	19.78	20.17	20.58										
6	HOURLY	17.66	18.01	18.37	18.74	19.12	19.50	19.89	20.29	20.69	21.11	21.53	21.96	22.40	22.85	23.30	23.77	24.24	24.73	25.22	25.73	26.24
7	HOURLY	18.53	18.90	19.28	19.66	20.06	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	26.99	27.53
8	HOURLY	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70	26.22	26.74	27.28	27.82	28.38	28.95
9	HOURLY	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40
10	HOURLY	21.51	21.94	22.38	22.83	23.28	23.75	24.22	24.71	25.20	25.71	26.22	26.74	27.28	27.83	28.38	28.95	29.53	30.12	30.72	31.34	31.96
11	HOURLY	22.74	23.19	23.66	24.13	24.61	25.11	25.61	26.12	26.64	27.18	27.72	28.27	28.84	29.42	30.00	30.61	31.22	31.84	32.48	33.13	33.79
12	HOURLY	24.18	24.66	25.16	25.66	26.17	26.70	27.23	27.78	28.33	28.90	29.48	30.06	30.67	31.28	31.90	32.54	33.19	33.86	34.53	35.23	35.93
13	HOURLY	25.09	25.59	26.10	26.63	27.16	27.70	28.26	28.82	29.40	29.98	30.58	31.20	31.82	32.46	33.11	33.77	34.44	35.13	35.83	36.55	37.28
14	HOURLY	26.61	27.14	27.69	28.24	28.80	29.38	29.97	30.57	31.18	31.80	32.44	33.09	33.75	34.42	35.11	35.81	36.53	37.26	38.01	38.77	39.54
15	HOURLY	28.21	28.77	29.35	29.94	30.54	31.15	31.77	32.40	33.05	33.71	34.39	35.08	35.78	36.49	37.22	37.97	38.73	39.50	40.29	41.10	41.92
15	ANNUAL	58,677	59,850	61,047	62,268	63,514	64,784	66,080	67,401	68,749	70,124	71,527	72,957	74,416	75,905	77,423	78,971	80,551	82,162	83,805	85,481	87,191
16	HOURLY	29.90	30.50	31.11	31.73	32.36	33.01	33.67	34.35	35.03	35.73	36.45	37.18	37.92	38.68	39.45	40.24	41.05	41.87	42.70	43.56	44.43
16	ANNUAL	62,162	63,436	64,705	65,999	67,319	68,665	70,038	71,439	72,868	74,325	75,812	77,328	78,874	80,452	82,061	83,702	85,376	87,084	88,825	90,602	92,414
17	HOURLY	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40	37.13	37.87	38.63	39.40	40.19	40.99	41.81	42.65	43.50	44.37	45.26	46.17	47.09
17	ANNUAL	65,915	67,234	68,578	69,950	71,346	72,776	74,231	75,716	77,230	78,775	80,350	81,957	83,596	85,268	86,974	88,713	90,487	92,297	94,143	96,026	97,947
18	HOURLY	33.59	34.26	34.95	35.65	36.36	37.09	37.83	38.58	39.36	40.14	40.95	41.76	42.60	43.45	44.32	45.21	46.11	47.03	47.97	48.93	49.91
18	ANNUAL	69,867	71,265	72,690	74,144	75,627	77,139	78,682	80,255	81,861	83,498	85,168	86,871	88,609	90,381	92,189	94,032	95,913	97,831	99,788	101,783	103,819
19	HOURLY	35.62	36.33	37.06	37.80	38.56	39.33	40.11	40.92	41.73	42.57	43.42	44.29	45.17	46.08	47.00	47.94	48.90	49.88	50.87	51.89	52.93
19	ANNUAL	74,030	75,571	77,093	78,624	80,167	81,801	83,437	85,068	86,698	88,344	90,015	91,721	93,464	95,243	97,060	98,915	100,799	102,743	104,748	106,805	108,918
20	HOURLY	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35	44.22	45.10	46.00	46.92	47.86	48.82	49.80	50.79	51.81	52.85	53.90	54.98	56.08
20	ANNUAL	78,499	80,099	81,671	83,304	84,970	86,689	88,403	90,117	91,874	93,674	95,500	97,304	99,095	100,877	102,678	104,500	106,343	108,208	110,095	112,006	113,943
21	HOURLY	40.77	41.59	42.42	43.27	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74	53.80	54.87	55.97	57.09	58.23	59.39	60.58
21	ANNUAL	84,902	86,488	88,228	89,992	91,792	93,628	95,500	97,410	99,359	101,346	103,373	105,440	107,549	109,700	111,894	114,132	116,414	118,743	121,118	123,540	126,011





STEPS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
22	HOURLY	44.03	44.91	45.81	46.72	47.66	48.61	49.58	50.58	51.59	52.62	53.67	54.75	55.84	56.96	58.10	59.26	60.44	61.65	62.89	64.14	65.43	22
22	ANNUAL	91,582	93,414	95,282	97,188	99,132	101,114	103,137	105,199	107,303	109,449	111,638	113,871	116,149	118,472	120,841	123,258	125,723	128,237	130,802	133,418	136,087	22
23	HOURLY	47.55	48.50	49.47	50.46	51.47	52.50	53.55	54.62	55.71	56.83	57.96	59.12	60.30	61.51	62.74	64.00	65.28	66.58	67.91	69.27	70.66	23
23	ANNUAL	98,904	100,882	102,900	104,958	107,057	109,198	111,382	113,610	115,882	118,199	120,563	122,975	125,434	127,943	130,502	133,112	135,774	138,489	141,259	144,084	146,866	23
24	HOURLY	51.36	52.39	53.43	54.50	55.59	56.71	57.84	59.00	60.18	61.38	62.61	63.86	65.14	66.44	67.77	69.12	70.51	71.92	73.35	74.82	76.32	24
24	ANNUAL	106,829	108,965	111,145	113,368	115,635	117,948	120,307	122,713	125,167	127,670	130,224	132,828	135,485	138,194	140,958	143,777	146,653	149,586	152,578	155,629	158,742	24
25	HOURLY	59.06	60.24	61.45	62.67	63.93	65.21	66.51	67.84	69.20	70.58	71.99	73.43	74.90	76.40	77.93	79.49	81.08	82.70	84.35	86.04	87.76	25
25	ANNUAL	122,845	125,302	127,808	130,364	132,971	135,631	138,343	141,110	143,932	146,811	149,747	152,742	155,797	158,913	162,091	165,333	168,640	172,012	175,453	178,962	182,541	25
NOS	SALARIED	Salary TBD with FY Budget Process																					NOS

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.  
Annual is calculated by multiplying the number of hours worked per week X 52 X hourly rate of pay.

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.  
Annual is calculated by multiplying the number of hours worked per week X 52 X hourly rate of pay.

### POLICE OFFICER SALARY SCHEDULE - Revised: 06/26/2022 for FYE 6/2023

		STEPS																							
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
PO50	Cadet	25.88																							
	ANNUAL	56,522																							
PO51	PO I	30.26	30.87																						
	ANNUAL	66,088	67,410																						
PO52	PO II		33.17	33.83	34.51	35.20																			
	ANNUAL		72,443	73,892	75,370	76,877	78,415	79,991	80,765																
PO53	Corporal/ PO III				39.34	40.13	40.93	41.75	42.58	43.43	44.30	45.19	46.09	47.01	47.96	48.91									
	ANNUAL				85,919	87,637	89,390	91,177	93,001	94,861	96,758	98,693	100,667	102,681	104,734	106,829									
PO54	Sergeant									45.72	46.63	47.57	48.52	49.49	50.48	51.49	52.52	53.57	54.64	55.73	56.85	57.95	59.05	60.15	
	ANNUAL									99,462	101,850	103,887	105,964	108,084	110,245	112,450	114,699	116,993	119,333	121,720	124,154	126,636	129,164	131,738	
PO55	Lieutenant											53.01	54.07	55.15	56.25	57.38	58.53	59.70	60.89	62.11	63.35	64.60	65.85	67.10	
	ANNUAL											115,774	118,089	120,451	122,860	125,317	127,824	130,380	132,988	135,648	138,360	141,024	143,736	146,494	
PO56	Captain																								
	ANNUAL																								
PO57	Chief																								
	ANNUAL																								


Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.  
Annual is calculated by multiplying hourly rate X 2184 hours per year.

## **EXHIBIT B**

### **Tooele City Salary Schedule for fiscal year 2024-2025**



**GENERAL SALARY SCHEDULE - Revised: 06/23/2024 for FYE 6/2025**

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1	HOURLY	13.37	13.64	13.91	14.19	14.47	14.76	15.06	15.36	15.67	15.98	16.30	<div></div>									1	
2	HOURLY	14.12	14.40	14.69	14.98	15.28	15.59	15.90	16.22	16.54	16.87	17.21										2	
3	HOURLY	14.71	15.00	15.30	15.61	15.92	16.24	16.57	16.90	17.24	17.58	17.93										3	
4	HOURLY	15.58	15.89	16.21	16.53	16.86	17.20	17.55	17.90	18.25	18.62	18.99										4	
5	HOURLY	16.47	16.80	17.14	17.48	17.83	18.18	18.55	18.92	19.30	19.68	20.08										5	
6	HOURLY	17.23	17.57	17.93	18.28	18.65	19.02	19.40	19.79	20.19	20.59	21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.13	24.61	25.10	25.60	6
7	HOURLY	18.08	18.44	18.81	19.19	19.57	19.96	20.36	20.77	21.18	21.61	22.04	22.48	22.93	23.39	23.86	24.33	24.82	25.32	25.82	26.34	26.87	7
8	HOURLY	19.00	19.38	19.77	20.16	20.57	20.98	21.40	21.83	22.26	22.71	23.16	23.62	24.10	24.58	25.07	25.57	26.08	26.60	27.14	27.68	28.23	8
9	HOURLY	19.96	20.36	20.77	21.18	21.61	22.04	22.48	22.93	23.39	23.85	24.33	24.82	25.31	25.82	26.34	26.86	27.40	27.95	28.51	29.08	29.66	9
10	HOURLY	20.99	21.41	21.84	22.27	22.72	23.17	23.64	24.11	24.59	25.08	25.59	26.10	26.62	27.15	27.70	28.25	28.81	29.39	29.98	30.58	31.19	10
11	HOURLY	22.19	22.63	23.09	23.55	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.86	30.46	31.07	31.69	32.33	32.97	11
12	HOURLY	23.59	24.06	24.54	25.03	25.53	26.05	26.57	27.10	27.64	28.19	28.76	29.33	29.92	30.52	31.13	31.75	32.38	33.03	33.69	34.37	35.05	12
13	HOURLY	24.48	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.26	29.84	30.44	31.05	31.67	32.30	32.95	33.61	34.28	34.96	35.66	36.38	13
14	HOURLY	25.96	26.48	27.01	27.55	28.10	28.66	29.24	29.82	30.42	31.02	31.65	32.28	32.92	33.58	34.25	34.94	35.64	36.35	37.08	37.82	38.58	14
15	HOURLY	27.52	28.07	28.63	29.20	29.79	30.38	30.99	31.61	32.24	32.89	33.55	34.22	34.90	35.60	36.31	37.04	37.78	38.53	39.31	40.09	40.89	15
15	ANNUAL	57,242	58,386	59,554	60,745	61,960	63,199	64,463	65,753	67,068	68,409	69,777	71,173	72,596	74,048	75,529	77,040	78,580	80,152	81,755	83,390	85,058	15
16	HOURLY	29.17	29.75	30.35	30.96	31.57	32.21	32.85	33.51	34.18	34.86	35.56	36.27	36.99	37.73	38.49	39.26	40.04	40.85	41.66	42.50	43.35	16
16	ANNUAL	60,674	61,887	63,125	64,387	65,675	66,989	68,328	69,695	71,089	72,511	73,951	75,440	76,949	78,488	80,058	81,659	83,292	84,958	86,657	88,390	90,158	16
17	HOURLY	30.92	31.54	32.17	32.81	33.47	34.14	34.82	35.52	36.23	36.95	37.69	38.45	39.21	40.00	40.80	41.61	42.45	43.30	44.16	45.04	45.95	17
17	ANNUAL	64,314	65,600	66,912	68,250	69,615	71,007	72,428	73,876	75,354	76,861	78,398	79,966	81,565	83,196	84,860	86,558	88,289	90,055	91,856	93,693	95,567	17
18	HOURLY	32.77	33.43	34.09	34.78	35.47	36.18	36.90	37.64	38.40	39.16	39.95	40.75	41.56	42.39	43.24	44.10	44.99	45.89	46.80	47.74	48.69	18
18	ANNUAL	68,162	69,525	70,915	72,334	73,780	75,256	76,761	78,296	79,862	81,459	83,089	84,750	86,445	88,174	89,938	91,737	93,571	95,443	97,352	99,299	101,285	18
19	HOURLY	34.75	35.45	36.15	36.88	37.61	38.37	39.13	39.92	40.72	41.53	42.36	43.21	44.07	44.95	45.85	46.77	47.70	48.66	49.63	50.62	51.64	19
19	ANNUAL	72,280	73,726	75,200	76,704	78,238	79,803	81,399	83,027	84,688	86,381	88,109	89,871	91,669	93,502	95,372	97,279	99,225	101,209	103,234	105,298	107,404	19
20	HOURLY	36.82	37.56	38.31	39.07	39.86	40.65	41.47	42.29	43.14	44.00	44.88	45.78	46.70	47.63	48.58	49.55	50.55	51.56	52.59	53.64	54.71	20
20	ANNUAL	76,586	78,117	79,680	81,273	82,899	84,557	86,248	87,973	89,732	91,527	93,357	95,225	97,129	99,072	101,053	103,074	105,136	107,238	109,383	111,571	113,802	20
21	HOURLY	39.78	40.58	41.39	42.21	43.06	43.92	44.80	45.69	46.61	47.54	48.49	49.46	50.45	51.46	52.49	53.54	54.61	55.70	56.82	57.95	59.11	21
21	ANNUAL	82,742	84,397	86,085	87,807	89,563	91,354	93,181	95,045	96,946	98,885	100,863	102,880	104,937	107,036	109,177	111,360	113,588	115,859	118,177	120,540	122,951	21




STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
22	HOURLY	42.96	43.82	44.70	45.59	46.50	47.43	48.38	49.35	50.33	51.34	52.37	53.42	54.48	55.57	56.68	57.82	58.97	60.15	61.36	62.58	63.84	22
22	ANNUAL	89,357	91,144	92,967	94,826	96,723	98,657	100,630	102,643	104,696	106,790	108,925	111,104	113,326	115,593	117,904	120,262	122,668	125,121	127,624	130,176	132,780	22
23	HOURLY	46.39	47.32	48.26	49.23	50.21	51.22	52.24	53.29	54.35	55.44	56.55	57.68	58.83	60.01	61.21	62.43	63.68	64.96	66.26	67.58	68.93	23
23	ANNUAL	96,491	98,421	100,389	102,397	104,445	106,534	108,665	110,838	113,055	115,316	117,622	119,975	122,374	124,822	127,318	129,864	132,462	135,111	137,813	140,569	143,381	23
24	HOURLY	50.11	51.11	52.13	53.18	54.24	55.33	56.43	57.56	58.71	59.89	61.08	62.31	63.55	64.82	66.12	67.44	68.79	70.17	71.57	73.00	74.46	24
24	ANNUAL	104,229	106,313	108,440	110,608	112,821	115,077	117,379	119,726	122,121	124,563	127,054	129,595	132,187	134,831	137,528	140,278	143,084	145,945	148,864	151,842	154,879	24
25	HOURLY	57.62	58.77	59.95	61.15	62.37	63.62	64.89	66.19	67.51	68.86	70.24	71.64	73.08	74.54	76.03	77.55	79.10	80.68	82.30	83.94	85.62	25
25	ANNUAL	119,850	122,247	124,692	127,185	129,729	132,324	134,970	137,670	140,423	143,231	146,096	149,018	151,998	155,038	158,139	161,302	164,528	167,818	171,175	174,598	178,090	25
NOS	SALARIED	Salary TBD with FY Budget Process																					NOS

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.

Annual is calculated by multiplying the number of hours worked per week X 52 X hourly rate of pay.

### POLICE OFFICER SALARY SCHEDULE - Revised: 06/26/2022 for FYE 6/2023

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
PO50	Cadet	25.25																				
	ANNUAL	55,146																				
PO51	PO I	29.52	30.11																			
	ANNUAL	64,472	65,761																			
PO52	PO II		32.36	33.01	33.67	34.34																
	ANNUAL		70,674	72,088	73,529	75,000	76,500	77,946	79,412													
PO53	Corporal/PO III				38.38	39.15	40.73	41.54														
	ANNUAL				83,822	85,496	87,208	88,952	90,732													
PO54	Sergeant																					
	ANNUAL																					
PO55	Lieutenant																					
	ANNUAL																					
PO56	Captain																					
	ANNUAL																					
PO57	Chief*																					
	ANNUAL																					



UTAH STATE POLICE  
TOOELE  
1853  
POLICE OFFICER

PO50																						
PO51																						
PO52																						
PO53																						
PO54																						
PO55																						
PO56																						
PO57																						



Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.

Annual is calculated by multiplying hourly rate X 2184 hours per year.

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-57**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2024-2025.**

WHEREAS, the City Council finds it necessary and prudent to re-open the 2024-2025 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124-128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on June 18, 2025, pursuant to the requirements of U.C.A. §§10-6-113, -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2024-2025 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Fiscal Approval: \_\_\_\_\_  
Shannon Wimmer, Director of Finance

Approved as to Form: \_\_\_\_\_  
Tooele City Attorney's Office

## Exhibit A

### Budget Amendments

TOOELE CITY CORPORATION  
BUDGET AMENDMENTS  
FISCAL YEAR ENDING 06/30/2024

06/17/25  
10:51 AM

ACCT NUMBER	ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED
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**NON-DEPARTMENTAL**

45	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(62,104)	(190)	(62,294)	Transfer of funds for Miss Tooele City
	10	4150	483021	MISS TOOELE CITY PROGRAM	10,555	190	10,745	scholarships

**ADMINISTRATION**

46	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(62,294)	(1,820)	(64,114)	Transfer funds for Buffalo projects
	10	4131	483024	TOOELE CITY HISTORIC MAIN STREET	5,000	1,820	6,820	

**ADMINISTRATION**

47	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(63,294)	(7,220)	(70,514)	Transfer for Mayor's Golf Tournament
	10	4131	541000	COMMUNITY EVENTS	20,300	7,220	27,520	expenses

**PARKS & RECREATION**

48	10	3890	000	APPROPRIATION FROM FUND BALANCE	(2,410,763)	(43,500)	(2,454,263)	Purchase surplus vehicles from Tooele
	10	4510	748000	AUTOS & TRUCKS	0	43,500	43,500	County

**AQUATIC CENTER**

49	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(70,514)	(5,500)	(76,014)	Transfer funds to cover swim club expenses
	10	4562	483019	TSC SWIM CLUB	8,570	5,500	14,070	FY25

**SOLID WASTE**

50	53	3890	530	APPROPRIATION - RETAINED EARNINGS	(113,944)	(40,000)	(153,944)	Increased expenses for landfill
	53	5300	623000	LANDFILL DUMP FEES	650,000	40,000	690,000	

**STREET LIGHTING**

51	10	3890	000	APPROPRIATION FROM FUND BALANCE	(2,454,263)	(10,000)	(2,464,263)	Increase for power expenses for street
	10	4413	281000	ROCKY MOUNTAIN POWER	150,000	10,000	160,000	lighting

**LONG TERM DEBT**

52	31	3890	000	APPROPRIATION FROM FUND BALANCE	(35,000)	(1,850)	(36,850)	Trustee fees paid on 2015 MBA bond paid
	31	4732	830000	TRUSTEE FEES 2015 MBA BONDS	0	1,850	1,850	off

**ATTORNEY**

53	10	3890	000	APPROPRIATION FROM FUND BALANCE	(2,464,263)	(125,000)	(2,589,263)	Retirement payouts
	10	4145	111000	REGULAR EMPLOYEES	501,958	125,000	626,958	

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-56**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING THE CERTIFIED TAX RATE FOR FISCAL YEAR 2025-2026.**

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the certified tax rate has been calculated by the Utah State Auditor to be .002331 for General Operations and .000145 for Tort Liability for a combined tax rate of .002476 for Fiscal Year 2025-2026 compared with adopted rate 0.002405 for General Operations and .000149 for Tort Liability for Fiscal Year 2024-2025. (Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City real and personal property tax levy, or certified tax rate, is hereby set at .002476 for Fiscal Year 2025-2026.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form: \_\_\_\_\_  
Tooele City Attorney



## Exhibit A

### Utah State Tax Commission's Resolution Adopting Final Tax Rates and Budgets



**TOOELE CITY CORPORATION**

**RESOLUTION 2025-35**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A FINAL BUDGET FOR TOOELE CITY FOR FISCAL YEAR 2025-2026.**

WHEREAS, the Tooele City Council tentatively adopted the budget officer's tentative budget for fiscal year 2025-2026 on May 7, 2025, and established June 18, 2025, as the date for a public hearing for the final budget, as required by U.C.A. Chapter 10-6; and,

WHEREAS, the City Council convened a public hearing on June 18, 2025, as required by U.C.A. §10-6-114; and,

WHEREAS, the City Council is required to adopt the final budget pursuant to U.C.A. §10-6-118 by either June 30 or August 17, as applicable; and,

WHEREAS, the fiscal year 2025-2026 budget adoption process has followed the requirements of Utah Code Title 10, Chapter 6; and,

WHEREAS, the Tooele City Council now desires to adopt a final budget for fiscal year 2025-2026;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City final budget for fiscal year 2025-2026 is hereby adopted, and hereby directs the budget officer to certify the budget and to file the budget with the state auditor within 30 days of the date of this Resolution.

This Resolution shall be effective immediately 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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2025-51**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE ANNEXATION OF 1,432 ACRES OF PROPERTY KNOWN AS THE COMPASS POINT PROPERTY INTO THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.**

WHEREAS, the creation of special service districts is governed by UCA Chapter 17D-1 Part 2 (under authority of UCA Section 17D-1-401), and the procedure for annexing additional property into an existing special service district is the same as for the existing special service district's original creation; and,

WHEREAS, on June 16, 1999, the City Council approved Resolution 1999-29 for the creation of the North Tooele City Special Service District ("District") for the purpose of maintaining several unique public amenity features of the Overlake subdivisions; and,

WHEREAS, by various other resolutions since 1999, the City Council has annexed additional land into the District, outside of the Overlake subdivisions; and,

WHEREAS, Tooele City received a Petition dated May 22, 2025, to annex an additional 1,432 acres of land, known as the Compass Point Property ("Property"), into the District (see the Petition attached as Exhibit A); and,

WHEREAS, because the Property is held in common ownership by Petitioners, approval of the Petition is exempt from the notice, protest, and public hearing requirements of UCA Sections 17D-1-205, 206, 207, and 402, and the annexation may be approved simply by approving this Resolution, obtaining a Certificate from the Utah Lt. Governor, and recording the required documents with the Office of the Tooele County Recorder; and,

WHEREAS, the purpose of the City in annexing the Property into the District will be to provide for the maintenance within the Property those special features and amenities related to the unique design of public street lighting, public signage, public drainage and flood control, public recreation properties, public street design and traffic calming features, and associated and integral public landscaping (the "Amenities") located within the District particular to the Compass Point Property, as such Amenities are approved by the City for District maintenance, and as constructed to standards and specifications approved by the City; and,

WHEREAS, the District will maintain only those Amenities formally accepted by and dedicated to Tooele City in the land use approval process; and,

WHEREAS, the District's founding documents, the Interlocal Agreement between the City and the District, and Utah statute govern the District and its activities; and,

WHEREAS, the City Council finds that it is in the best interest of the City in general and of District residents in particular, including the future residents of the Property, to annex the Property into the District; and,

WHEREAS, to the best of the City's knowledge, all requirements of the law for approval of this Resolution have been satisfied:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the annexation of the Compass Point Property into the North Tooele City Special Service District is hereby approved (see Exhibit A), and that the City Recorder is hereby instructed to file and record the necessary documents with the Utah Lt. Governor and the Tooele County Recorder.

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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

## Exhibit A

### Annexation Petition



**PETITION REQUESTING THE ANNEXION OF PROPERTY  
INTO THE NORTH TOOEELE SPECIAL SERVICE DISTRICT**

May 22, 2025

**VIA EMAIL:** [jeffreyhammer1988@gmail.com](mailto:jeffreyhammer1988@gmail.com)  
[rogerb@tooelecity.gov](mailto:rogerb@tooelecity.gov)

Mr. Jeffrey Hammer  
North Tooele City Special Service District  
90 N. Main Street  
Tooele, UT 84074

Mr. Roger Baker  
City of Tooele  
90 N. Main Street  
Tooele, UT 84074

**Re: Compass Point Property / Petition for Annexation**

Dear Mr. Hammer and Mr. Baker:

In accordance with the Special District Act, Title 17D, Chapter 1, Part 4, Utah Code Annotated 1953 (the "Act"), the undersigned (the "Petitioners") submit this letter as a petition for annexation of the "Compass Point Property", as defined herein below, into the North Tooele City Special Service District (the "NTCSSD") for purposes of providing maintenance for all street lighting, street signage, drainage and flood control, recreation properties, public streets, including calming features, and all other associated and integral landscaping areas within the public road ways and easements, as approved by the NTCSSD, and in accordance with the Act.

**I. Petitioners**

Petitioners/Owners:

Perry Homes, Inc.  
c/o William O. Perry, IV  
17 East Winchester Street, Suite 200  
Murray, Utah 84107

as the owner of property located in Tooele, Tooele County, Utah:  
Parcel Nos. 02-128-0-0003, 02-128-0-0022, 02-128-0-0024, 02-128-0-0041, 02-138-0-0002, 02-139-0-0016, 02-142-0-0009 and 02-142-0-0008

Perry Development, LLC  
c/o William O. Perry, IV  
17 East Winchester Street, Suite 200  
Murray, Utah 84107

as the owner of property located in Tooele, Tooele County, Utah:  
Parcel No. 02-141-0-0005

L.H. Perry Investments, LLC  
c/o William O. Perry, IV  
17 East Winchester Street, Suite 200  
Murray, Utah 84107

as the owner of property located in Tooele, Tooele County, Utah:  
Parcel Nos. 02-143-0-0118, 02-143-0-0117, 02-141-0-0126, 02-  
141-0-0116, 02-141-0-0141

3100 S. Compass LLC  
c/o William O. Perry, IV  
17 East Winchester Street, Suite 200  
Murray, Utah 84107

as the owner of property located in Tooele, Tooele County, Utah:  
Parcel Nos. 02-141-0-0121, 02-141-0-0122, 02-141-0-0123, 02-  
141-0-0124 and 02-141-0-0125

## **II. Property/Annexation Area**

The real property consisting of the listed parcels above and as legally described in **Exhibit A** (the "**Compass Point Property**"), attached hereto and incorporated herewith, and as generally depicted on **Exhibit B**.

## **III. Property Owner(s)**

The Petitioners represent 100% of the surface property owners of the Compass Point Property. The Petitioners further represent that all of the property is within Tooele City, Tooele County, Utah.

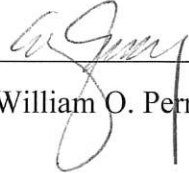
## **IV. Petitioners Consent and Acknowledgments**

The Petitioners hereby consent to and acknowledge:

- i) The annexation of the Compass Point Property; and
- ii) The notice, hearing and protest requirements of Part 2 are not applicable as this petition is being filed with Tooele City and contains signatures of all owners of the real property;

IN WITNESS WHEREOF, the Petitioners have executed this Petition as of the date indicated above.

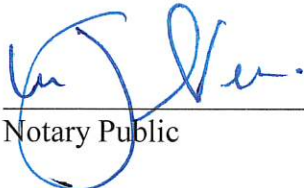
PERRY HOMES, INC.  
a Utah corporation


  
\_\_\_\_\_  
William O. Perry, IV, CEO

STATE OF UTAH                    )  
  ss:  
COUNTY OF Salt Lake        )

On this 22<sup>nd</sup> day of May, 2025, personally appeared before me, William O. Perry, IV, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Chief Executive Officer of Perry Homes, Inc., who is an above-referenced Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.



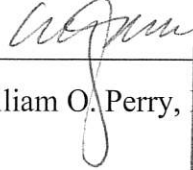
  
\_\_\_\_\_  
Notary Public

  
William O. Perry, IV, Manager

On this 22nd day of May, 2025, personally appeared before me, William O. Perry, IV, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager of Perry Development, LLC, who is an above-referenced Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.



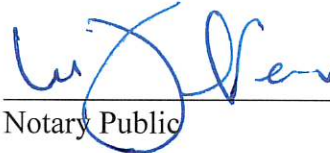
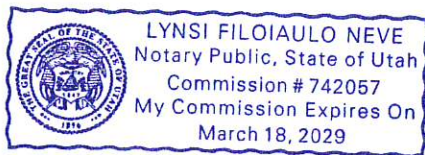
L.H. PERRY INVESTMENTS, LLC,  
a Utah limited liability company



William O. Perry, IV, Manager

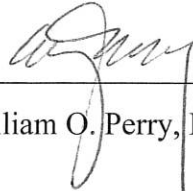
STATE OF UTAH                    )  
  ss:  
COUNTY OF Salt Lake        )

On this 22<sup>nd</sup> day of May, 2025, personally appeared before me, William O. Perry, IV, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager of L.H. Perry Investments, LLC, who is an above-referenced Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

  
Notary Public

3100 S. Compass LLC  
a Utah limited liability company

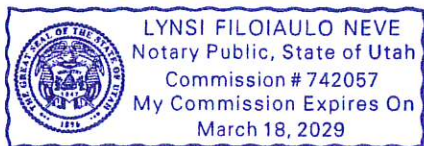
By: LH Perry Investments LLC  
a Utah limited liability company  
its Manager



William O. Perry, IV, Manager

STATE OF UTAH                    )  
  ss:  
COUNTY OF Salt Lake        )

On this 22<sup>nd</sup> day of May, 2025, personally appeared before me, William O. Perry, IV, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn did say that he is the Manager of L.H. Perry Investments, LLC, who is the Manager of 3100 S. Compass LLC, who is an above-referenced Petitioner, that he is duly authorized by said company to sign this Petition, and that he acknowledged to me that said company executed the same for the uses and purposes set forth herein.

  
Notary Public



**EXHIBIT A**

**PROPERTY LEGAL DESCRIPTION  
LEGAL DESCRIPTION  
PREPARED FOR  
NORTH TOOELE CITY SPECIAL SERVICE DISTRICT  
TOOELE CITY, UTAH  
April 25, 2025  
23-0260  
RM**

A tract of land located in South Half of Section 4, Section 5, Section 8, Northeast Quarter of Section 9 and Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at the West Quarter Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence along the Quarter Section line N89°32'53"E 432.36 feet to Lot 1 of Tooele City Reuse Lakes and Overlake Golf Course Amended Plat according to the official plat thereof recorded March 16, 2016 as Entry No. 426158 in the Tooele County Recorder's Office; thence along said plat the following seventeen (17) courses: (1) S13°58'58"W 195.88 feet; thence (2) S54°48'07"E 567.95 feet; thence (3) N54°30'17"E 682.84 feet; thence (4) N46°49'39"E 165.73 feet; thence (5) N74°49'12"E 63.72 feet; thence (6) N11°49'39"E 513.70 feet; thence (7) S73°01'59"E 37.24 feet; thence (8) N15°58'14"E 108.97 feet; thence (9) N20°23'21"W 41.55 feet; thence (10) N48°31'24"E 76.57 feet; thence (11) N21°03'51"E 48.20 feet; thence (12) N49°25'32"E 93.48 feet; thence (13) S53°37'52"E 21.54 feet; thence (14) N51°47'43"E 123.87 feet; thence (15) Northerly along the arc of a non-tangent curve to the left having a radius of 113.39 feet (radius bears: N34°21'02"W) a distance of 167.40 feet through a central angle of 84°35'13" Chord: N13°21'22"E 152.61 feet; thence (16) N66°58'56"E 19.25 feet; thence (17) N46°55'07"W 169.73 feet to that Warranty Deed thereof recorded September 23, 2015 as Entry No. 418920 in the Tooele County Recorder's Office; thence along said deed the following two (2) courses: (1) N89°37'23"E 703.57 feet; thence (2) N89°36'40"E 2,643.34 feet to the Section line; thence along said Section line S00°27'36"E 1,121.80 feet to the East Quarter Corner of Section 5; thence along the Quarter Section line N89°44'39"E 5,214.15 feet to the westerly right-of-way line of Highway 36; thence along said right-of-way line the following five (5) courses: (1) S00°26'49"E 1,318.47 feet; thence (2) S00°18'55"E 278.94 feet; thence (3) Southerly along the arc of a non-tangent curve to the right having a radius of 9,553.65 feet (radius bears: S88°19'26"W) a distance of 1,041.20 feet through a central angle of 06°14'40" Chord: S01°26'46"W 1,040.69 feet; thence (4) S06°03'36"W 327.23 feet; thence (5) S07°16'06"W 23.00 feet to that Quit Claim Deed thereof recorded September 13, 2023 as Entry No. 593638 in the Tooele County Recorder's Office; thence along said deed the following six (6): (1) West 37.32 feet; thence (2) South 75.00 feet; thence (3) West 247.50 feet; thence (4) South 203.60 feet; thence (5) West 1,229.68 feet; (6) thence North 618.36 feet to the Section line; thence along said Section line S89°40'37"W 985.77 feet to the South Quarter Corner of Section 4; thence along the Section line N00°24'55"W 110.00 feet to said Quit Claim

Deed; thence along said deed the following two (2): (1) S89°53'52"W 397.20 feet; thence (2) N00°17'36"W 1.69 feet to that Warranty Deed thereof recorded September 21, 2011 as Entry No. 360388 in the Tooele County Recorder's Office; thence along said deed the three (3) courses: (1) S89°36'16"W 2,563.53 feet; (2) thence S00°17'36"E 1,401.61 feet; (3) thence S89°46'36"E 321.71 feet to the Section line; thence along the Section line S00°22'19"E 431.31 feet to the Overlake Estates 2T Phase 1 Subdivision according to the official plat thereof recorded August 15, 2024 as Entry No. 607018 in the Tooele County Recorder's Office; thence along said plat the following 15 courses: (1) S89°37'25"W 555.82 feet; thence (2) S00°23'55"E 49.76 feet; thence (3) S89°37'28"W 143.00 feet; thence (4) S00°22'32"E 98.19 feet; thence (5) Southerly along the arc of a non-tangent curve to the right having a radius of 794.00 feet (radius bears: N89°59'42"W) a distance of 369.21 feet through a central angle of 26°38'32" Chord: S13°19'34"W 365.89 feet; thence (6) S26°38'50"W 6.84 feet; thence (7) Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,694.00 feet (radius bears: N63°21'09"W) a distance of 58.51 feet through a central angle of 01°58'45" Chord: S27°38'13"W 58.51 feet; thence (8) S29°39'42"W 60.83 feet; thence (9) Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,694.00 feet (radius bears: N59°18'59"W) a distance of 376.96 feet through a central angle of 12°44'59" Chord: S37°03'31"W 376.18 feet; thence (10) S43°26'01"W 209.90 feet; thence (11) S46°33'48"E 143.00 feet; thence (12) S43°26'01"W 29.87 feet; thence (13) S46°33'59"E 196.36 feet; thence (14) along the arc of a curve to the left with a radius of 431.00 feet a distance of 329.58 feet through a central angle of 43°48'49" Chord: S68°28'23"E 321.61 feet; thence (15) N89°37'12"E 697.78 feet to the Section line; thence along the Section line S00°22'25"E 796.81 feet; thence S89°37'09"W 41.78 feet to the Overlake Estates 2A Phase 2 Subdivision according to the official plat thereof recorded April 14, 2023 as Entry No. 587700 in the Tooele County Recorder's Office; thence along said plat the following five (5) courses: thence (1) N00°22'25"W 79.33 feet; thence (2) S89°37'35"W 124.77 feet; thence (3) N00°22'25"W 30.72 feet; thence (4) S89°37'35"W 440.00 feet; thence (5) S00°22'25"E 1,119.61 feet to the Overlake Estates 2A Phase 1 Subdivision according to the official plat thereof recorded March 10, 2021 as Entry No. 537640 in the Tooele County Recorder's Office; thence along said plat the following seven (7) courses: thence (1) S89°40'06"W 184.22 feet; thence (2) S89°43'29"W 427.22 feet; thence (3) S89°33'47"W 60.00 feet; thence (4) S89°42'26"W 288.00 feet; thence (5) South 105.00 feet; thence (6) S89°42'26"W 55.34 feet; thence (7) S00°04'10"E 187.00 feet; thence S89°42'26"W 17.28 feet to that Warranty Deed thereof recorded September 9, 2023 as Entry No. 418920 in the Tooele County Recorder's Office thence along said deed the following 6 courses; (1) S00°16'25"E 1,226.71 feet; (2) thence S89°54'25"E 180.74 feet; (3) thence N53°05'55"E 63.06 feet; (4) thence S36°54'07"E 250.00 feet; (5) thence N53°05'55"E 73.00 feet; (6) thence S36°54'05"E 12.00 feet; (7) thence N53°05'55"E 303.53 feet; (8) thence N76°19'54"E 96.83 feet; (9) thence East 793.74 feet to the westerly right-of-way of 400 West Street; thence along said right-of-way line S00°14'38"E 1,505.22 feet to the Lexington Greens at Overlake Phase 1 Subdivision according to the official plat thereof recorded December 10, 2019 as Entry No. 499349 in the Tooele County Recorder's Office; thence along said plat the following two (2) courses; (1) thence S89°43'06"W 1,941.63 feet; (2) thence S00°13'56"E 1,874.98 feet to and along the Lexington Greens at Overlake Phase 2 Subdivision according to the official plat thereof



recorded June 24, 2022 as Entry No. 575471 in the Tooele County Recorder's Office and Lexington at Overlake Subdivision according to the official plat thereof recorded September 9, 2020 as Entry No. 520126 in the Tooele County Recorder's Office; thence along said plats N89°45'15"E 405.71 feet to the Boundary Line Agreement thereof recorded November 6, 2023 as Entry No. 595748 in the Tooele County Recorder's Office thence along said deed the following this course ; thence S00°14'06"E 714.20 feet to the Northerly right-of way of SR 112 Highway; thence along said right-of-way line S89°43'21"W 2,372.13 feet; thence N00°16'24"W 2,582.63 feet; thence N89°59'41"W 293.54 feet to the Quit Claim Deed recorded January 12, 1994 as Entry No. 61883 in the Tooele County Recorder's Office; thence along said deed the following two (2) courses: thence (1) Northwesterly along the arc of a non-tangent curve to the left having a radius of 1,482.00 feet (radius bears: S53°50'50"W) a distance of 799.05 feet through a central angle of 30°53'32" Chord: N51°35'55"W 789.40 feet; thence (2) N67°02'41"W 450.45 feet to the Special Warranty Deed recorded January 07, 2022 as Entry No. 564287 in the Tooele County Recorder's Office and the Special Warranty Deed recorded January 07, 2022 as Entry No. 564288 in the Tooele County Recorder's Office; thence along said deeds the following N00°17'29"W 1,975.67 feet to the Southwest Corner of Section 8; thence N00°21'40"W 2,641.98 feet to the West Quarter Corner of Section 8; thence N00°21'37"W 2,642.10 feet to the Northwest Corner of Section 8; thence N00°17'49"W 2,631.28 feet to the point of beginning.

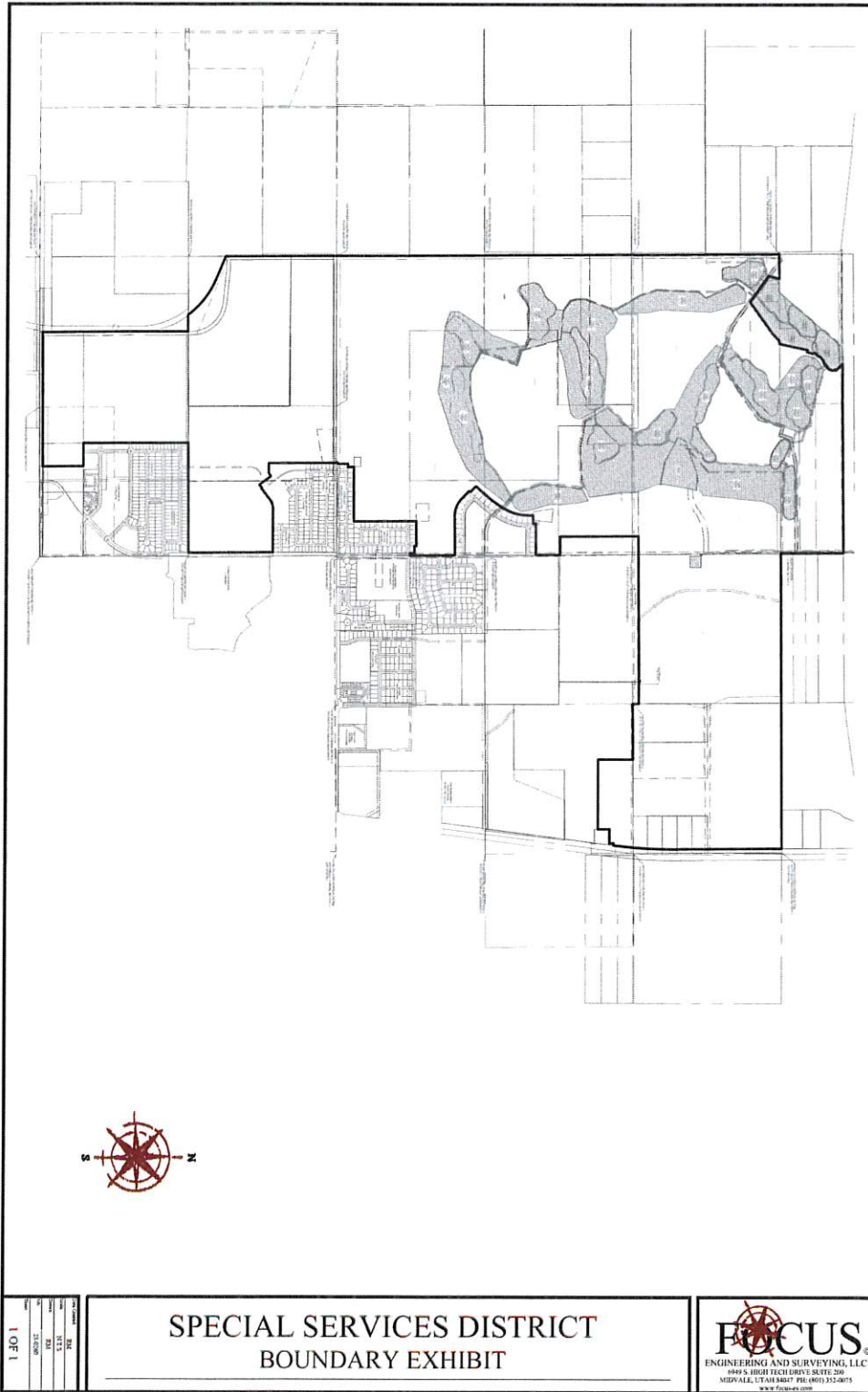
Contains Total Acreage: 1,696.44 acres+/-

ALSO, EXCEPTING THEREFROM, Lots 1, 2, 3, 4, & 5, of OVERLAKE GOLF COURSE PLAT.

GOLF COURSE ACREAGE: 264.17 ACRES +/-

NTSSD ACREAGE : 1432.24 ACRES +/-

**EXHIBIT B**  
**BOUNDARY DEPICTION**



Tooele, Utah

June 18, 2025

The City Council (the "Council") of Tooele City, Utah (the "City"), met in regular session (including by electronic means) on June 18, 2025, at its regular meeting place in Tooele, Utah at 7:00 p.m., with the following members of the Council being present:

Debbie Winn	Mayor/City Manager
Justin Brady	Councilmember
Melodi Gochis	Councilmember
Ed Hansen	Councilmember
Maresa Manzione	Councilmember
Dave McCall	Councilmember

Also present:

Michelle Pitt	City Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this June 18, 2025, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

## RESOLUTION 2025-52

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF TOOELE CITY, UTAH (THE "CITY"), PROVIDING FOR THE CREATION OF THE COMPASS POINT PUBLIC INFRASTRUCTURE DISTRICTS NO. 1 THROUGH 8 (COLLECTIVELY, THE "DISTRICTS") AS INDEPENDENT DISTRICTS; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND AN INTERLOCAL AGREEMENT; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

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

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

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

WHEREAS, the City previously adopted a Policy Statement for establishing public infrastructure districts (the "PID Policy"), outlining certain considerations for the City in public infrastructure district applications; and

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

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

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

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

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

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

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

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

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

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

2. The Districts are hereby created as separate entities from the City in accordance with the Governing Document and the Act. The boundaries of the Districts shall be as set forth in the Governing Document and the Plat.

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

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

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

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

7. The Trustees of each Board of the Districts shall be initially composed of the same members. The initial Boards of the Districts are hereby appointed as follows:

- (a) Trustee 1 – William O. Perry, IV, for an initial 4-year term;
- (b) Trustee 2 – Steve Petersen, for an initial 4-year term; and
- (c) Trustee 3 – Matt Swain, for an initial 6-year term.

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

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

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

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

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

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

13. This resolution shall take effect immediately.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

STATE OF UTAH                    )  
  : ss.  
COUNTY OF TOOELE            )

I, Michelle Pitt, the undersigned duly qualified and acting City Recorder of Tooele City, Utah (the "City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "Council"), had and taken at a lawful meeting of the Council on June 18, 2025, commencing at the hour of 7:00 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this June 18, 2025.

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



## EXHIBIT A

### CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Michelle Pitt, the undersigned City Recorder of Tooele City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on June 18, 2025, not less than twenty-four (24) hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council of the City to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this June 18, 2025

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

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 18, 2025 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](http://www.utah.gov), the Tooele City Website [www.tooelecity.gov](http://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](mailto: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](mailto: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. **Recognition of Michelle Pitt's Retirement**
5. **Public Hearing and Motion on Ordinance 2025-12** An Ordinance of the Tooele City Council Adopting a Compensation Schedule for Fiscal Year 2025-2026  
*Presented by Kami Perkins, HR Director*
6. **Public Hearing and Motion on Resolution 2025-57** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025  
*Presented by Shannon Wimmer, Finance Director*
7. **Resolution 2025-56** A Resolution of the Tooele City Council Adopting the Certified Tax Rate for Fiscal Year 2025-2026  
*Presented by Shannon Wimmer, Finance Director*
8. **Public Hearing and Motion on Resolution 2025-35** A Resolution of the Tooele City Council Adopting a Final Budget for Tooele City for Fiscal Year 2025-2026  
*Presented by Shannon Wimmer, Finance Director*
9. **Fraud Risk Assessment**  
*Presented by Shannon Wimmer, Finance Director*

10. **Resolution 2025-51** A Resolution of the Tooele City Council Approving the Annexation of 1,432 Acres of Property Known as the Compass Point Property into the North Tooele City Special Service District  
*Presented by Justin Brady, City Council Chairman*
11. **Public Hearing and Motion on Resolution 2025-52** A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of the Compass Point Public Infrastructure Districts No. 1 Through 8 (Collectively, the "Districts") as Independent Districts; Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing Boards of Trustees; Authorizing other Documents in Connection Therewith; and Related Matters  
*Presented by Matthew Johnson, Assistant City Attorney*
12. **Public Hearing and Motion on Ordinance 2025-20** An Ordinance of Tooele City Reassigning the Zoning for Approximately 11.7 Acres of Property Located at 249 East 1000 North from the RR-5 Residential Zoning District to the LI Light Industrial Zoning District  
*Presented by Andrew Aagard, Community Development Director*
13. **Ordinance 2025-18** An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-8 and Adopting the Utah Wildland Urban Interface Building Code  
*Presented by Nick Wall, Fire Marshal*
14. **Resolution 2025-37** A Resolution of the Tooele City Council Consenting to the Payment of a Retention Bonus to School Resource Officers (SROs) Assigned on a Regular Full-Time Basis to a School for the 2025-2026 School Year  
*Presented by Kami Perkins, HR Director*
15. **Resolution 2025-38** A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2025, Will Pick up and Pay an Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety & Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up  
*Presented by Kami Perkins, HR Director*
16. **Resolution 2025-53** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Glen Eagles Park Restroom Project  
*Presented by Darwin Cook, Parks & Recreation Director*
17. **Resolution 2025-55** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Veterans Memorial Park Restroom Project  
*Presented by Darwin Cook, Parks & Recreation Director*



18. **Resolution 2025-54** A Resolution of the Tooele City Council Approving an Agreement with England Construction, LLC for the Glen Eagles Park Water Meter and Pressure Reducing Zone Valve Project  
*Presented by Darwin Cook, Parks & Recreation Director*
19. **Resolution 2025-58** A Resolution of the Tooele City Council Approving a Contract with Musco Sports Lighting, LLC, for the Installation of Ball Field Lighting at Parker's Park  
*Presented by Darwin Cook, Parks & Recreation Director*
20. **Resolution 2025-59** A Resolution of the Tooele City Council Approving a Purchase and Financing Documents with Yamaha Motor Finance Corporation for the Purchase of 80 New Golf Carts  
*Presented by Darwin Cook, Parks & Recreation Director*
21. **Resolution 2025-60** A Resolution of the Tooele City Council Approving a Contract with Tagmarsh International Limited for the Lease of a Golf Cart GPS System for the Oquirrh Hills Golf Course  
*Presented by Darwin Cook, Parks & Recreation Director*
22. **Ordinance 2025-19** An Ordinance of Tooele City Adopting Government Records Retention Schedules  
*Presented by Michelle Pitt, City Recorder*
23. **Renaming Ordinance 2025-11**, Regarding a Zoning Map Amendment Request by Perry Homes  
*Presented by Michelle Pitt, City Recorder*
24. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
25. **Minutes**  
~June 4, 2025 Work Meeting  
~June 4, 2025 Business Meeting
26. **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@tooelecitey.gov](mailto:michellep@tooelecitey.gov), prior to the meeting.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

**TOOELE CITY CORPORATION**

**ORDINANCE 2024-35**

**AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIMES, AND PLACES OF ITS PUBLIC MEETINGS IN 2025.**

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2025 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah as follows:

- Work Meetings: at 5:30 p.m. on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office;
- Business Meetings: at 7:00 p.m., on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office:

January 15  
February 5 and 19  
March 5 and 19  
April 2 and 16  
May 7 and 21  
June 4 and 18  
July 16  
August 6 and 20  
September 3 and 17  
October 1 and 15  
November 5 and 19  
December 3 and 17

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

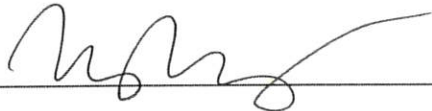
IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this 18<sup>th</sup> day of December, 2024.

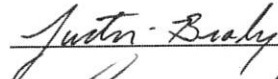
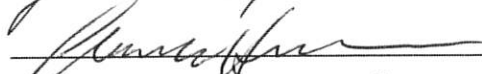
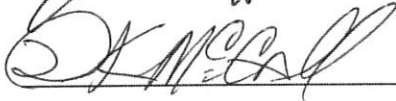


TOOELE CITY COUNCIL

(For)

(Against)

  
\_\_\_\_\_  
Melodi M. Doehs  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_


\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY


(Approved)

(Disapproved)

  
\_\_\_\_\_  
Debra E. Winn

\_\_\_\_\_  
Debra E. Winn

ATTEST:

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



Approved as to Form:

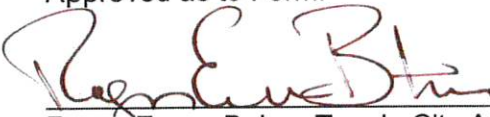
  
\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT B  
GOVERNING DOCUMENT

**GOVERNING DOCUMENT  
FOR  
COMPASS POINT PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-8  
TOOELE CITY, UTAH**

Prepared

by

WBA Local Government Law  
Salt Lake City, Utah

June 18, 2025

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#### LIST OF EXHIBITS

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

## **I. INTRODUCTION**

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

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

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

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Although the Districts have authority to directly provide public improvements, the Districts also have the authority to pledge tax revenues to an interlocal entity that provides public improvements through an Interlocal Agreement with the City or relevant public entity.

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

The Districts shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition

Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the Districts.

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

## II. DEFINITIONS

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

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

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

Approved Development Plan: means a preliminary development plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the Districts' Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time. For purposes of this Governing Document, the Development and Participation Agreement for the Project approved by the RDA shall constitute an Approved Development Plan.

Assessment: means (1) the levy of an assessment secured by a lien on property within the Districts to pay for the costs of Public Improvements benefitting such property or (2) an assessment by the Districts levied on private property within such Districts to cover the costs of an energy efficient upgrade, a renewable energy system, or an electric vehicle charging infrastructure, each as may be levied pursuant to the Assessment Act.

Assessment Act: means collectively, (i) Title 11, Chapter 42, Utah Code as may be amended from time to time and (ii) the C-PACE Act.

Board: means the board of trustees of a District.

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

City: means Tooele City, Utah.

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

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



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

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

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

Developer: means, collectively, Perry Homes, Inc., a Utah corporation; L.H. Perry Investments, LLC, a Utah limited liability company; and Perry Development, LLC, a Utah limited liability company.

District No 1: means Compass Point Public Infrastructure District No. 1.

District No. 2: means Compass Point Public Infrastructure District No. 2.

District No 3: means Compass Point Public Infrastructure District No. 3.

District No. 4: means Compass Point Public Infrastructure District No. 4.

District No 5: means Compass Point Public Infrastructure District No. 5.

District No. 6: means Compass Point Public Infrastructure District No. 6.

District No 7: means Compass Point Public Infrastructure District No. 7.

District No. 8: means Compass Point Public Infrastructure District No. 8.

Districts: means, collectively, Districts Nos. 1-8.

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

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

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

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

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

General Obligation Debt: means a Debt that is directly payable from and secured by ad

valorem property taxes that are levied by the Districts and does not include Limited Tax Debt.

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

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

Initial Districts Boundaries: means the boundaries of the area described in the Initial Districts Boundary Map.

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

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

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

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

Municipal Advisor: means a person or firm that: (i) advises a District on matters related to the issuance of bonds by governmental entities, including the pricing, sales, and marketing of bonds and the procuring of bond ratings, credit enhancement, and insurance with respect to bonds; (ii) is qualified to provide the advice described in (i); (iii) is not an officer or employee of the District receiving advice; (iv) has not been engaged to provide underwriting services in connection with a transaction in which the person or firm will provide advice to the District; and (v) has experience doing business related to the issuance of bonds in the state of Utah.

Project: means the development or property commonly referred to as Compass Point.

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

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the District Act to serve the future property owners and inhabitants of the District Area as determined by the Board, and includes Public Infrastructure and Improvements as defined in the PID Act.

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

State: means the State of Utah.

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

Trustee: means a member of the Board.

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

Utah Procurement Code: means Title 63G, Chapter 6a of the Utah Code, as amended from time to time.

### **III. BOUNDARIES**

The area of the Initial Districts Boundaries includes approximately .88 acres, and the Annexation Area Boundaries includes approximately 1,454.8 acres (including the entirety of the Initial Districts Boundaries). A legal description of the Initial Districts' Boundaries and the Annexation Area Boundaries is attached hereto as Exhibit A. A vicinity map is attached hereto as Exhibit B. A map of the Initial Districts' Boundaries and Annexation Area Map is attached hereto as Exhibit C. It is anticipated that the Districts' boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Section V.A.5 below.

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

The Districts' Area consists of approximately 1,454.8 acres of unimproved land. The current assessed valuation of the Districts' Area at buildout, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. Upon build out, the Districts Area is anticipated to include approximately 1,250,000 square feet of commercial space (both flex office/light industrial and retail) and approximately 3,300 residential units including multi-family, attached, and detached single family styles.

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

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

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

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

1. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved

Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to, street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

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

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

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

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

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

5. Annexation and Withdrawal. The Districts shall not include within any of their boundaries any property outside the Districts' Area without the prior written consent of the City. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into any of the Districts. Such area may only be annexed upon such District obtaining any consents required under the PID Act and the passage of a resolution of such District's Board approving such annexation.

(a) The City, by approval of this Governing Document, has consented to the withdrawal of any area within the Districts' Area from one or more of the Districts. Such area may only be withdrawn upon such District obtaining any consents required under the PID Act and the passage of a resolution of such District's Board approving such annexation.

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

(c) Upon any annexation or withdrawal, the Districts shall provide the City a description of the revised Districts' Boundaries.

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

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

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

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

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

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

9. Governing Document Amendment Requirement. Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable Districts approving such amendment.

10. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Improvement Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Districts' Area and is approximately Three Hundred Fifteen Million Dollars (\$315,000,000). The costs of Public Improvements are estimates and the approval of this Governing Document does not constitute the City's approval of actual costs for Public Improvements.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Improvement Plan.

All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

**VI. THE BOARD OF TRUSTEES**

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

B. Future Board Composition.

1. At the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the "Anticipated Units"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective Board seats for the Boards with residential property shall transition from appointed to elected seats according to the following milestones:

(a) Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy.

(b) Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

(c) Trustee 3. Trustee 3 shall transition to an elected seat after the end of a full term during which 95% of the Anticipated Units have received certificates of occupancy.

2. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this

Section shall mean voters whose "principal place of residence," as that term is defined under Section 20A-2-105(1)(a), Utah Code is within a District.

C. Appointment Until Transition to Elected Board. Until the Board seats for Boards with residential property transition from appointed to elected seats, as contemplated above, the Boards shall be appointed as set forth in subparagraphs D and E below until such transition occurs. Seats on the Boards of Districts which have no Anticipated Units shall not transition to elected seats, and shall continue to be appointed as set forth in subparagraphs D and E below.

D. Reelection and Reappointment. If any seat on a Board has not transitioned from an appointed to elected seat, as contemplated above, and the term of a Trustee expires, the remaining members of the Board may reappoint the Trustee whose term is expiring or may appoint a new Trustee to the seat. Any such appointment or reappointment shall be in the sole discretion of the remaining members of the Board and the appointed Trustee shall meet all qualifying and eligibility requirements set forth in Section 17D- 4-202, Utah Code.

E. Vacancy. If a vacancy occurs at any other time for any other reason, the remaining members of the Board may appoint an individual to fill the vacancy. The individual so appointed shall meet all qualifying and eligibility requirements set forth in Section 17D-4- 202, Utah Code.

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

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

## **VII. FINANCIAL PLAN**

### **A. General.**

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. In addition, the Districts shall be permitted to finance the prepayment of impact fees for the Project. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The total Limited Tax Debt that the Districts shall be permitted to issue shall not exceed One Hundred Million Dollars (\$100,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This amount excludes any portion of bonds issued to refund a prior issuance of debt by the Districts. For any capital appreciation Debt issued by the Districts, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the Districts may issue so long as such issuances are in accordance with the provisions of the applicable Assessment and/or C-PACE Acts. All bonds and other Debt issued by the Districts may be payable from any and all legally

available revenues of the Districts, including general ad valorem taxes to be imposed upon all Taxable Property within the Districts and Assessments. The Districts may also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2055.

Any impact fee reimbursement or credits which become available due to the financing of Public Improvements by the Districts shall be for the benefit of the Districts and not any developer. The specifics of the scope and availability of impact fee reimbursements shall be reserved and will be addressed in a future interlocal agreement between the City and the Districts.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

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

C. Maximum Debt Mill Levy; Prepayment of Assessments.

1. The "Maximum Debt Mill Levy" shall be the maximum mill levy the Districts are permitted to impose upon the taxable property within the Districts for payment of Limited Tax Debt shall be \$0.005 per dollar of taxable value of residential property in the Districts, and \$0.0100 per dollar of taxable value for commercial property within the Districts; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the Districts.

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

3. In the event a District has issued Limited Tax Debt, any Assessments (other than C-PACE Assessments) imposed by such District on a parcel zoned for residential uses shall be payable at or before the time of conveyance to an End User with respect to such parcel. For the avoidance of doubt, if the District has have not issued Limited Tax Debt, Assessments levied by such District are not required to be prepaid at the time a building permit is issued or prior to conveyance. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

D. Maximum Debt Mill Levy Imposition Term.

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



E. Debt Repayment Sources.

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

The Districts shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

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

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

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

G. Security for Debt.

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

H. Districts' Operating Costs.

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

In addition to the capital costs of the Public Improvements, the Districts will require

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

I. Bond and Disclosure Counsel; Municipal Advisor.

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

**VIII. ANNUAL REPORT**

A. General.

The Districts shall be responsible for submitting an annual report to the City Mayor's Office no later than July 30<sup>th</sup> of each year, commencing July 30, 2026, with information for fiscal year 2025.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the Districts' boundaries as of the last day of the prior fiscal year, if changed;
2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers;
4. Districts' office contact information, if changed;
5. Rules and regulations of the Districts regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the Districts' Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the Districts' construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the Districts that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
8. A summary of the total debt authorized and total debt issued by the Districts as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. Financial statements of the Districts for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);

12. Notice of any uncured events of default by the Districts, which continue beyond a ninety (90) day period, under any Debt instrument; and

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

## **IX. DISSOLUTION**

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

## **X. DISCLOSURE TO PURCHASERS**

A. Recorded Disclosure. Within thirty (30) days of the issuance of a certificate of incorporation by the Office of the Lieutenant Governor of the State, the Boards shall cause to be recorded a notice with the recorder of Utah County. Such notice shall (a) contain a description of the boundaries of the Districts, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the Districts may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the Districts; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. A copy of the notice shall further be provided to the City.

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

1. All of the information in Section XX;
2. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"At the Districts' maximum property tax rate, an additional annual property tax would be levied in the amount of \$0.005 per dollar of taxable value (i.e., \$500 per \$100,000 of taxable value) for residential property within the Districts, and \$0.0100 per dollar of taxable value (i.e., \$1,000 per \$100,000) for commercial property within the Districts,

for the duration of the Districts' Bonds."

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

4. Additionally, the developer and the Boards shall ensure that the developer, homebuilders, and commercial developers, and commercial lessors, as applicable post a notice, in the same form and size (or larger) as the form attached as **Exhibit E** in a conspicuous area on bright-colored paper within all model homes and sales offices within the Districts.

C. **Annual Notice.** On or before July 15<sup>th</sup> of each year, commencing July 15, 2025, the District shall mail a notice to all owners of property within the boundaries of the Districts a notice providing:

1. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

"At the Districts' maximum property tax rate, an additional annual property tax would be levied in the amount of \$0.005 per dollar of taxable value (i.e., \$500 per \$100,000 of taxable value) for residential property within the Districts, and \$0.0100 per dollar of taxable value (i.e., \$1,000 per \$100,000) for commercial property within the Districts, for the duration of the Districts' Bonds."

2. The applicable tax rate of the Districts for the then current year;

3. That budgets and financial information for the Districts may be found on the State Auditor's Website (currently <https://reporting.auditor.utah.gov/searchreports/s/>); and

4. Contact information for members of the Boards.

## **XI. INTERLOCAL AGREEMENT**

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

**EXHIBIT A**

**Legal Descriptions of the Districts Initial Boundaries**

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 1 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 378.94 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said Section line N00°17'49"W 70.71 feet; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 2 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 308.23 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said Section line N00°17'49"W 70.71 feet; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 3 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 308.23 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet; thence N00°17'49"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-



**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 4 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 166.80 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said Section line N00°17'49"W 70.71 feet; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 5 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 166.80 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet; thence N00°17'49"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 6 LEGAL DESCRIPTION***

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

Beginning at a point along the Section line N0°17'49"W 25.37 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said Section line N00°17'49"W 70.71 feet; thence N89°42'11"E 70.71 feet; thence S00°17'49"E 70.71 feet; thence S89°42'11"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 7 LEGAL DESCRIPTION***

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

Beginning at the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence N00°17'49"W 25.37 feet; thence N89°42'11"E 70.71 feet; thence S00°20'15"E 70.66 feet; thence S89°38'23"W 70.71 feet; thence N00°21'37"W 45.37 feet to the of beginning.

Containing or 0.11 acres, +/-

**LEGAL DESCRIPTION  
PREPARED FOR  
OVERLAKE 1300 ACRES  
TOOELE CITY, UTAH  
03/17/2025  
23-0260  
E.C.**

***COMPASS POINT PID 8 LEGAL DESCRIPTION***

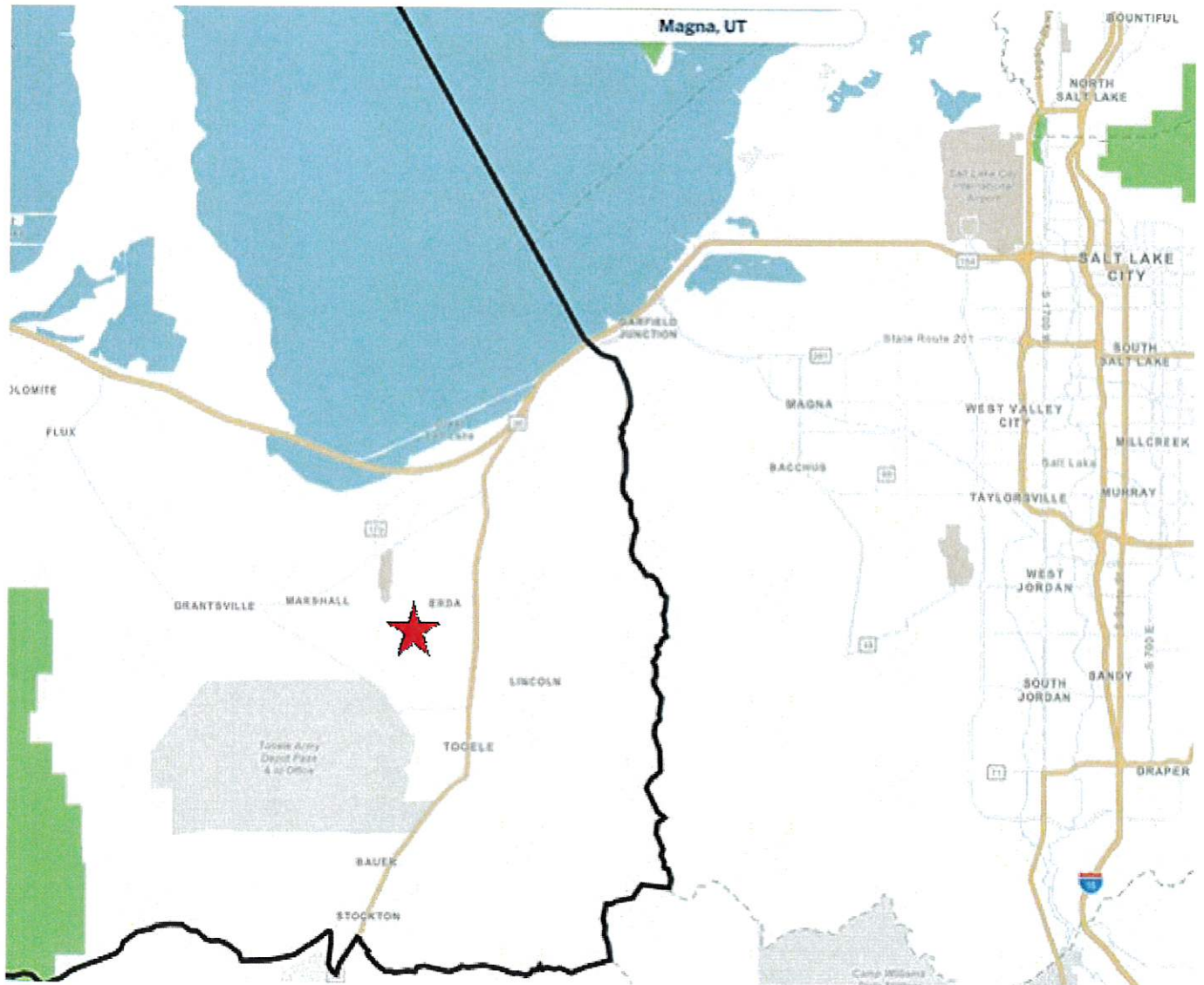
A part of the Northwest Quarter of Section 8, Township 3 South, Range 4 West, Salt Lake Base and Meridian, located in Tooele City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point along the Section line S0°21'37"W 45.37 feet from the Southwest Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence N89°38'23"E 70.71 feet; thence S00°21'37"E 70.71 feet; thence S89°38'23"W 70.71 feet; thence N00°21'37"W 70.71 feet to the point of beginning.

Containing or 0.11 acres, +/-

## EXHIBIT B

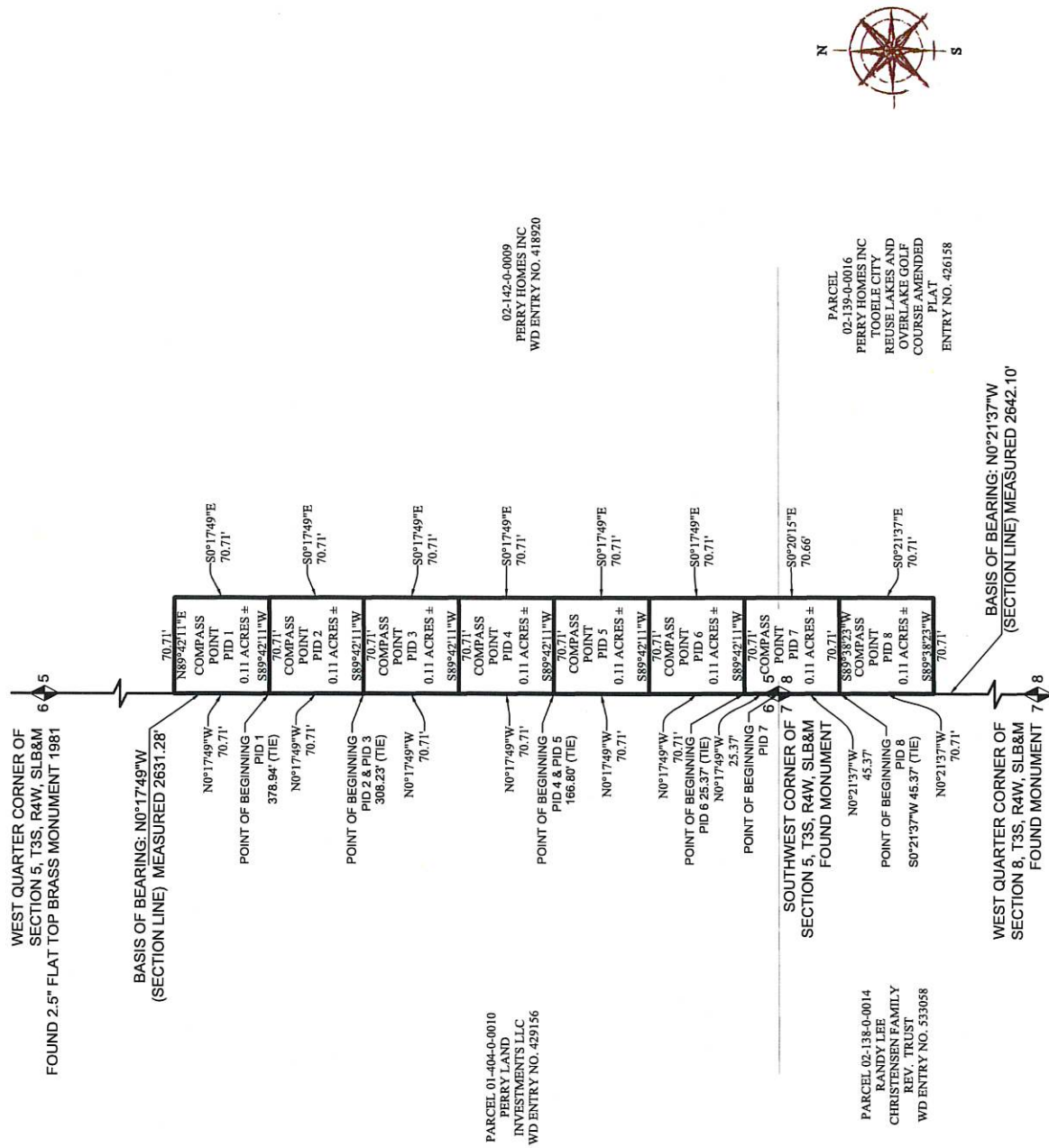
### Tooele City Vicinity Map

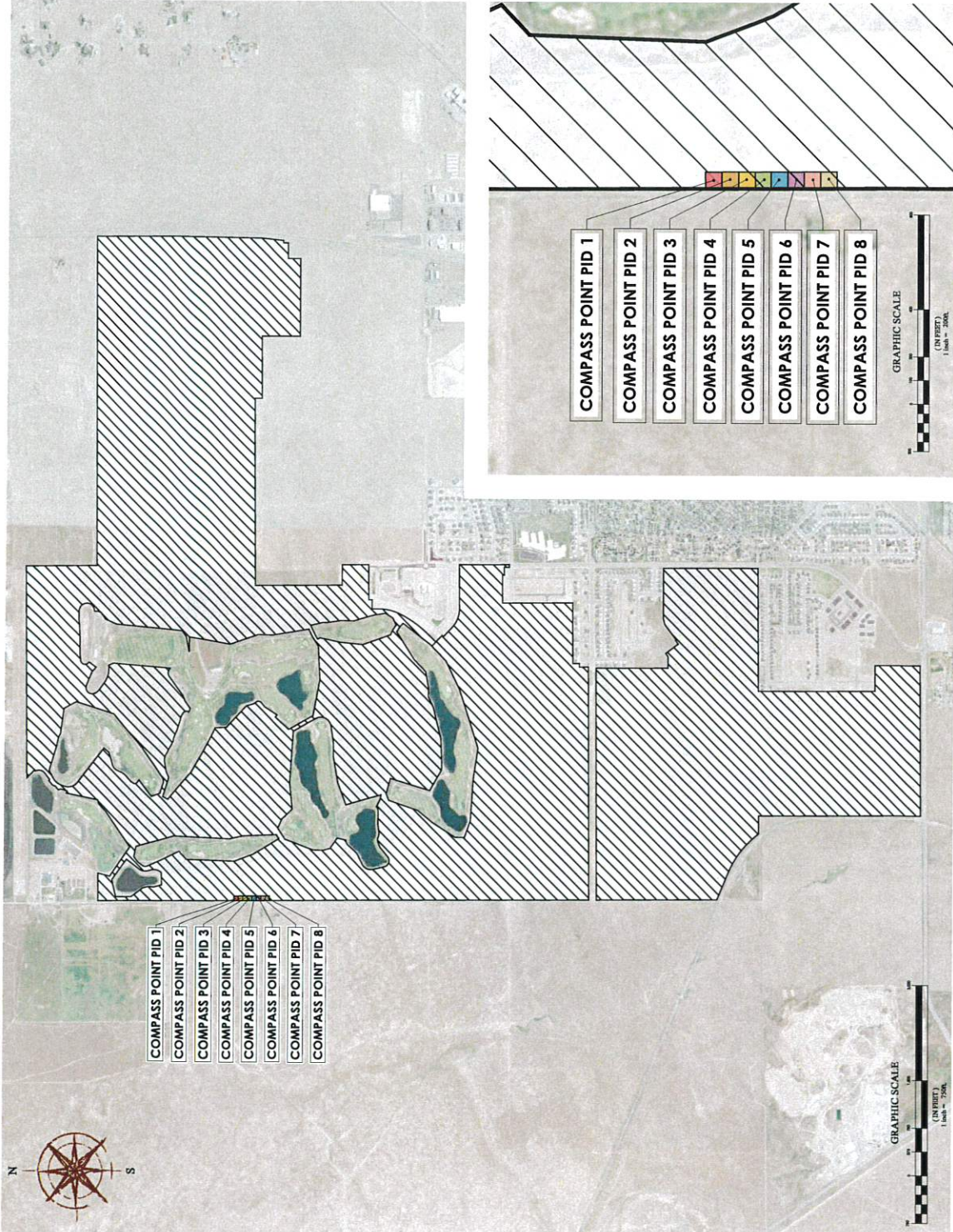


**EXHIBIT C**

**Initial District Boundaries Map and Annexation Area Map**







**LEGEND**

- COMPASS POINT PID 1 - 5,000 SQFT
- COMPASS POINT PID 2 - 5,000 SQFT
- COMPASS POINT PID 3 - 5,000 SQFT
- COMPASS POINT PID 4 - 5,000 SQFT
- COMPASS POINT PID 5 - 5,000 SQFT
- COMPASS POINT PID 6 - 5,000 SQFT
- COMPASS POINT PID 7 - 5,000 SQFT
- COMPASS POINT PID 8 - 5,000 SQFT
- TOTAL PID AREA: 1,454.1 ACRES

**COMPASS POINT pid exhibit**

TOOELE CITY, TOOELE COUNTY  
 3/17/2025  
 23-0260

**EXHIBIT D**

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



## **INTERLOCAL AGREEMENT BETWEEN**

**TOOELE CITY, UTAH**

**AND**

**COMPASS POINT PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-8**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between TOOELE CITY, a municipal corporation of the State of Utah ("City"), and COMPASS POINT PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-8, a quasi-municipal corporation and political subdivision of the State of Utah (collectively, the "Districts"). The City and the Districts are collectively referred to as the Parties.

### **RECITALS**

WHEREAS, the Districts were organized to provide to exercise powers as are more specifically set forth in the Governing Document for Compass Point Public Infrastructure District Nos. 1-8 approved by the City on \_\_\_\_\_, 2025 ("Governing Document"); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document; and

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

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

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

### **COVENANTS AND AGREEMENTS**

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

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

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

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

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

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

5. Annexation and Withdrawal. The Districts shall not include within any of their boundaries any property outside the Districts' Area without the prior written consent of the City. The City, by approving the Governing Document, has consented to the annexation of any area within the Annexation Area into any of the Districts. Such area may only be annexed upon such District obtaining any consents required under the PID Act and the passage of a resolution of such District's Board approving such annexation.

(a) The City, by approving the Governing Document, has consented to the withdrawal of any area within the Districts' Area from one or more of the Districts. Such area may only be withdrawn upon such District obtaining any consents required under the PID Act and the passage of a resolution of such District's Board approving the withdrawal.

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

(c) Upon any annexation or withdrawal, the Districts shall provide the City a description of the revised Districts' Boundaries.

(d) Annexation or withdrawal of any area shall not constitute an amendment to the Governing Document.

6. Overlap Limitation. Without the written consent of the City, the Districts shall not consent to the organization of any other public infrastructure district organized under the PID Act within the Districts' Area which will overlap the boundaries of the Districts unless the aggregate

mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the Districts.

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

8. Total Debt Issuance. The Districts shall not issue Limited Tax Debt in excess of One Hundred Million Dollars (\$100,000,000) collectively. This amount excludes any portion of bonds issued to refund a prior issuance of Debt by the Districts. For any capital appreciation Debt issued by the Districts, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. Any Assessment Debt or C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of Assessment Debt or C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the applicable Assessment Act. Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2055.

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

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

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

10. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in Section V.A or Section VII of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under state and local law to enjoin such actions of the District.

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

12. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the Districts are permitted to impose upon the Taxable Property within the Districts for payment of Limited Tax Debt shall be \$0.005 per dollar of taxable value of residential property in the Districts, and \$0.0100 per dollar of taxable value for commercial property within the Districts; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(13), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the Districts.

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

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

14. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later no later than July 30th of each year, commencing July 30, 2026 with information for fiscal year 2025, containing the information set forth in Section VIII of the Governing Document.

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

16. Disclosures. The Districts shall be responsible for completing the disclosures required by Section X of the Governing Document.

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

To the District:      Compass Point Public Infrastructure District Nos. 1-8  
                                 c/o WBA Local Government Law  
                                 Attn: Blair M. Dickhoner, Esq.  
                                 350 E 400 S, #2301  
                                 Salt Lake City, UT 84111  
                                 [bdickhoner@wbapc.com](mailto:bdickhoner@wbapc.com)  
                                 (303) 858-1800

To the City:            Tooele City  
                                 c/o Office of Economic Development  
                                 Attn: Economic Development Director  
                                 90 North Main Street  
                                 Tooele, Utah 84074  
                                 Phone: (435) 843-2169

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

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

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

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

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

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

23. Governing Document Controls. In the event of a conflict between the provisions of the Governing Document and this Agreement, the provisions of the Governing Document shall control.

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

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

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

27. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.



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

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

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

**[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]**

**COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 1**

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

Attest:

\_\_\_\_\_  
Secretary

**COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 2**

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

Attest:

\_\_\_\_\_  
Secretary

**COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 3**

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

Attest:

\_\_\_\_\_  
Secretary

COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 4

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

Attest:

\_\_\_\_\_  
Secretary

COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 5

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

Attest:

\_\_\_\_\_  
Secretary

COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 6

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

Attest:

\_\_\_\_\_  
Secretary

COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 7

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

Attest:

\_\_\_\_\_  
Secretary

COMPASS POINT PUBLIC INFRASTRUCTURE  
DISTRICT NO. 8

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

Attest:

\_\_\_\_\_  
Secretary

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

TOOELE CITY

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

Attest:

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

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

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

**EXHIBIT E**

Disclosure Notice

Required Notice for Sales and Leasing Offices

**NOTICE:** This Development is located within the Compass Point Public Infrastructure Districts.

The Districts are authorized to impose a property tax of 0.005 per dollar of taxable value on residential property.

**Under the maximum property tax rate of the Districts, for every \$100,000 of taxable value, there would be an additional annual property tax of \$500 for the duration of the Districts' Bonds.**

EXHIBIT C

NOTICES OF BOUNDARY ACTION

## NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 1)

TO: The Lieutenant Governor, State of Utah

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Compass Point Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025.

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE COMPASS POINT PUBLIC  
INFRASTRUCTURE DISTRICT NO. 1**

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

### VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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



## NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 2)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Compass Point Public Infrastructure District No. 2 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE COMPASS POINT PUBLIC  
INFRASTRUCTURE DISTRICT NO. 2**

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

### VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

## NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 3)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 3 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 3**

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

### VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

# NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 4)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 4 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 4**

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

## VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

# NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 5)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 5 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 5**

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

## VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

## NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 6)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 6 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 6**

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

### VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

## NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 7)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 7 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 7**

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

### VERIFICATION

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

# NOTICE OF IMPENDING BOUNDARY ACTION

(The Compass Point Public Infrastructure District No. 8)

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

**NOTICE IS HEREBY GIVEN** that the City Council of Tooele City, Utah (the "Council"), acting in its capacity as the creating entity for The Highlands Public Infrastructure District No. 8 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on June 18, 2025 adopted a *Resolution Providing for the Creation of Public Infrastructure Districts*, a true and correct copy of which is attached as APPENDIX "A" hereto and incorporated by this reference herein (the "Creation Resolution").

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

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

**DATED** this June 18, 2025

**CITY COUNCIL OF TOOELE CITY, UTAH,  
acting in its capacity as the creating authority for  
THE PUBLIC INFRASTRUCTURE DISTRICT  
NO. 8**

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

## VERIFICATION

STATE OF UTAH                    )  
  :SS.  
COUNTY OF TOOELE            )

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

## TOOELE CITY CORPORATION

### ORDINANCE 2025-20

#### **AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIMATELY 11.7 ACRES OF PROPERTY LOCATED AT 249 EAST 1000 NORTH FROM THE RR-5 RESIDENTIAL ZONING DISTRICT TO THE LI LIGHT INDUSTRIAL ZONING DISTRICT.**

WHEREAS, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a “comprehensive, long-range plan” (hereinafter the “General Plan”) by each Utah city and town, which General Plan contemplates and provides direction for (a) “present and future needs of the community” and (b) “growth and development of all or any part of the land within the municipality”; and,

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

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

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

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

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

WHEREAS, the City received an Amendment Petition for Zoning Map amendment involving 11.7 acres of property located at 249 East 1000 North on May 27, 2025, requesting that the Subject Property be reassigned from the RR-5 Residential zone to the LI Light Industrial zone (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,



WHEREAS, the Subject Properties are owned by Project A-1, LLC, and Vantage IRA and are currently designated as Light Industrial in the Land Use Element of the Tooele City General Plan; and,

WHEREAS, the Light Industrial land use designation includes the Industrial Service and Light Industrial zoning districts; and,

WHEREAS, the LI Light Industrial zone permits a wide variety of commercial, retail, professional office, food service, and personal services type of uses needed by the residents of the community; and,

WHEREAS, the LI Light Industrial zone prohibits industrial uses that generate notable impacts such as noise, odors, glare, vibrations, dust and so forth and is designed to permit heavier commercial and lighter industrial uses that do not generate the impacts listed; and,

WHEREAS, on June 11, 2025, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on June 18, 2025, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance and the Zoning Map amendment proposed therein is in the best interest of the City in that it will create additional opportunities for employment of City residents and provide an expansion to the City's commercial tax base; and,
2. the Zoning Map is hereby amended reassigning the zoning to LI Light Industrial for approximately 11.7 acres of property located at 249 East 1000 North, according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

S E A L

Approved as to Form:

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

## Exhibit A

### Petition and Mapping Pertinent to Zoning Map Amendment

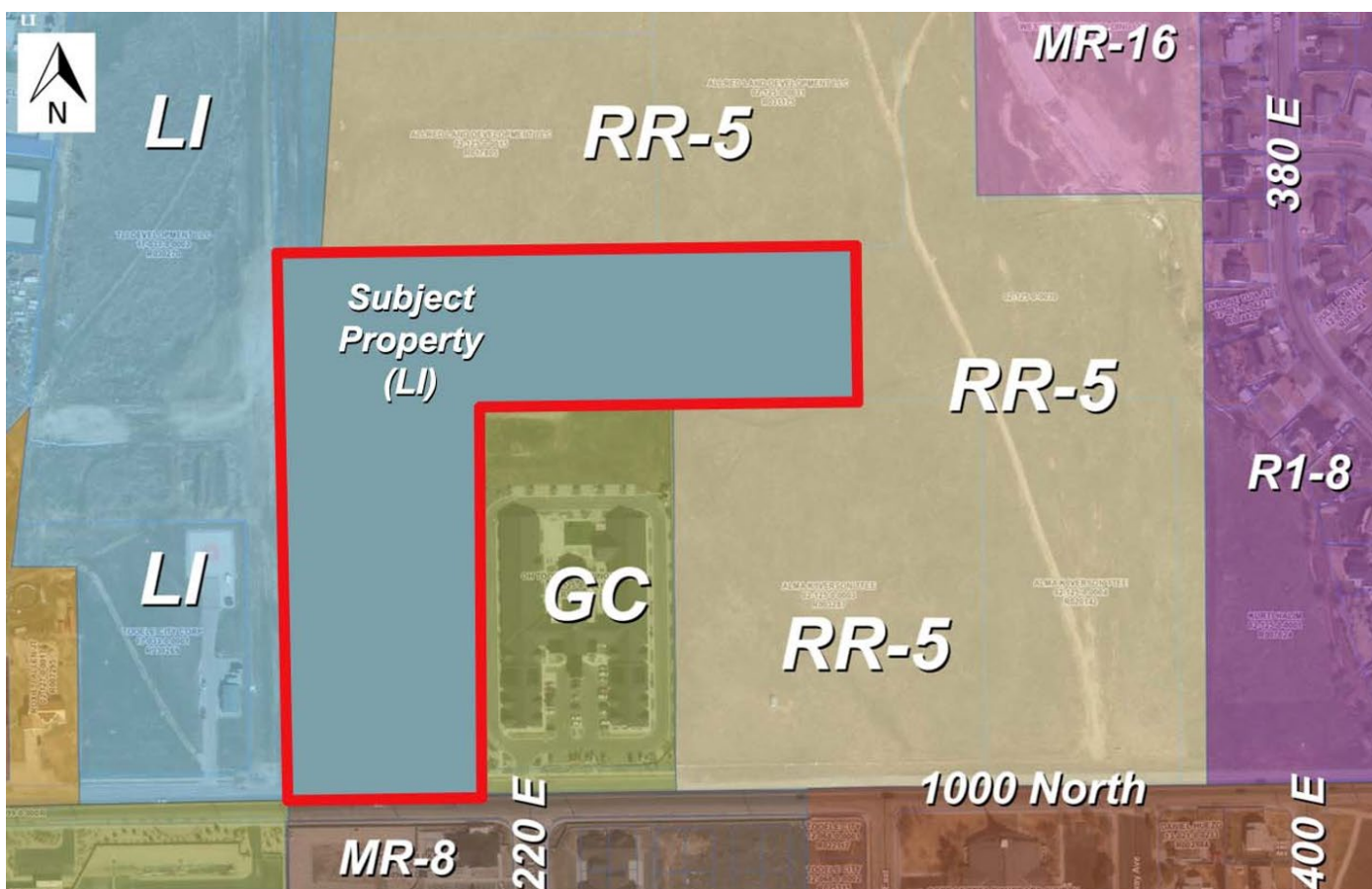


Exhibit B

Staff Report

## STAFF REPORT

June 7, 2025

**To:** Tooele City Planning Commission  
Business Date: June 11, 2025

**From:** Planning Division  
Community Development Department

**Prepared By:** Kent Page, City Planner

**Re: Fire Station Business Park – Zoning Map Amendment Request**

Application No.: 2025054  
Applicant: Boyd Brown Representing Grow Development LLC  
Project Location: 249 East 1000 North  
Zoning: RR-5 Residential and LI Light Industrial Zone  
Acreage: 11.7 Acres  
Request: Request for approval of a Zoning Map Amendment to re-assign approximately 11.7 acres of land from the RR-5 Residential to the Light Industrial (LI) zoning district.

### **BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately 11.7 acres located at 249 East 1000 North. The property is currently zoned as RR-5 Residential and LI Light Industrial. The applicant is requesting that the zoning map be amended for all 11.7 acres to the LI Light Industrial zoning district that may facilitate the construction of a light industrial business park. The City Council approved a Land Use Amendment to Light Industrial on May 21, 2025 for this 11.7 acres.

### **ANALYSIS**

#### Zoning.

The subject property is an inverted “L” shaped property and extends north from 1000 North and turns east and extends east past the “Our House” assisted living facility. The new Tooele City Fire Station #3 rests immediately to the west of the subject property as does the Air Med helicopter ambulance facility. Properties to the north of the subject property are vacant, undeveloped ground as are the properties to the east and some of the south. Properties to the north and east are currently zoned RR-5 Residential. Properties to the south are zoned MR-8 and properties to the west are zoned LI Light Industrial. An aerial view and current zoning are depicted in Exhibit A to this report.

Tooele City ordinance 7-1A-5 requires that amendments to the zoning map shall be “consistent with the adopted Tooele City General Plan.” There are many elements to the General Plan that need to be considered but when it comes to Zoning Map amendments the element is the Land Use Map of the General Plan. Thus, before any zoning changes can be considered the proposed zoning must first comply with the Land Use Map. The City Council approved a Land Use Amendment to Light Industrial on May 21, 2025 for this 11.7 acres thus the requested Light Industrial zoning district is in-line with the current Light Industrial land use.

The purpose of the Light Industrial zoning district is to provide locations for light industrial assembly and manufacturing uses that produce limited negative impact to adjacent properties. This district encourages clean, light industrial and manufacturing uses which provide employment opportunities for city residents, strengthen the city's tax base and diversify the local economy.

Here is a list of some of the permitted uses in the Light Industrial zoning district:

Amusement Facility	Automobile Sales and Rental
Automobile Service and Repair	Business Office
Conference Center	Contractor's Display/Office
Convenience Store, w/gasoline sales	Cultural activities and uses
Fast Food Restaurant	Financial Services
Funeral Home/Mortuary	Garden Center
General Industrial Activity	Hardware and Garden Supply Store
Health Care Facility	Health Care Provider
Health Club	Hotel
Laundromat	Light Manufacturing and Assembly
Medical Cannabis Pharmacy	Motel
Nursery	Personal Services
Professional Office	Reception Center
Recreational Facility (Indoor)	Repair Shop (household and personal goods w/no outside storage)
Research Facility	Restaurant
Retail Store (max. 3,000 sq. ft.)	Theater (outdoor)
Veterinary Clinic/Animal Hospital	

The purpose of the RR-5 zoning district is to provide for single-family residential areas and single-family dwelling units on very large individual lots that support, allow, and make available Rural Residential opportunities and agricultural uses protect from the encroachment of incompatible uses.

Currently, there are no residential uses near the subject property. The Our House assisted living facility is residential in nature, however, the zoning of this property is GC General Commercial.

*Site Plan Layout.* The applicant has provided a conceptual site plan (see Exhibit B) for the Planning Commission's reference. Please keep in mind that this site plan has not been reviewed for compliance with the City's development standards and ordinances and should not be viewed as the final product, if this Zoning Map Amendment is approved. These plans will still need to undergo full site plan design review. It is important to remember that a zoning map designation allows all permitted and conditional uses not just the conceptual site plan.

*Subdivision Layout.* This is an existing parcel of record.

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

- (a) The effect of the proposed amendment on the character of the surrounding area.
- (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.

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

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the Land Use Map Amendment submission and has not issued any comments concerning this application.

Engineering and Public Works Divisions Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Land Use Map Amendment submission and have not issued any comments concerning this application.

Economic Development. The Tooele City Economic Development Department has completed the review of the Land Use Map Amendment submission and has not issued any comments concerning this request.

Tooele City Fire Department Review. The Tooele City Fire Department has completed their review of the Land Use Map Amendment submission and has not issued any comments concerning this request.

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

## **STAFF RECOMMENDATION**

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan..
3. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
4. The suitability of the properties for the uses proposed.
5. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
6. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
7. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
8. The overall community benefit of the proposed amendment.
9. Whether or not public services in the area are adequate to support the subject

- development.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Fire Station Business Park Zoning Map Amendment request by Boyd Brown, representing Grow Development, LLC to rezone 11.7 acres from RR-5 Residential to the LI Light Industrial zoning district, application number 2025054, based on the findings listed in the Staff Report dated June 6, 2025:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Fire Station Business Park Zoning Map Amendment request by Boyd Brown, representing Grow Development, LLC to rezone 11.7 acres from RR-5 Residential to the LI Light Industrial zoning district, application number 2025054, based on the findings listed in the Staff Report dated June 6, 2025

1. List findings...



**EXHIBIT A**

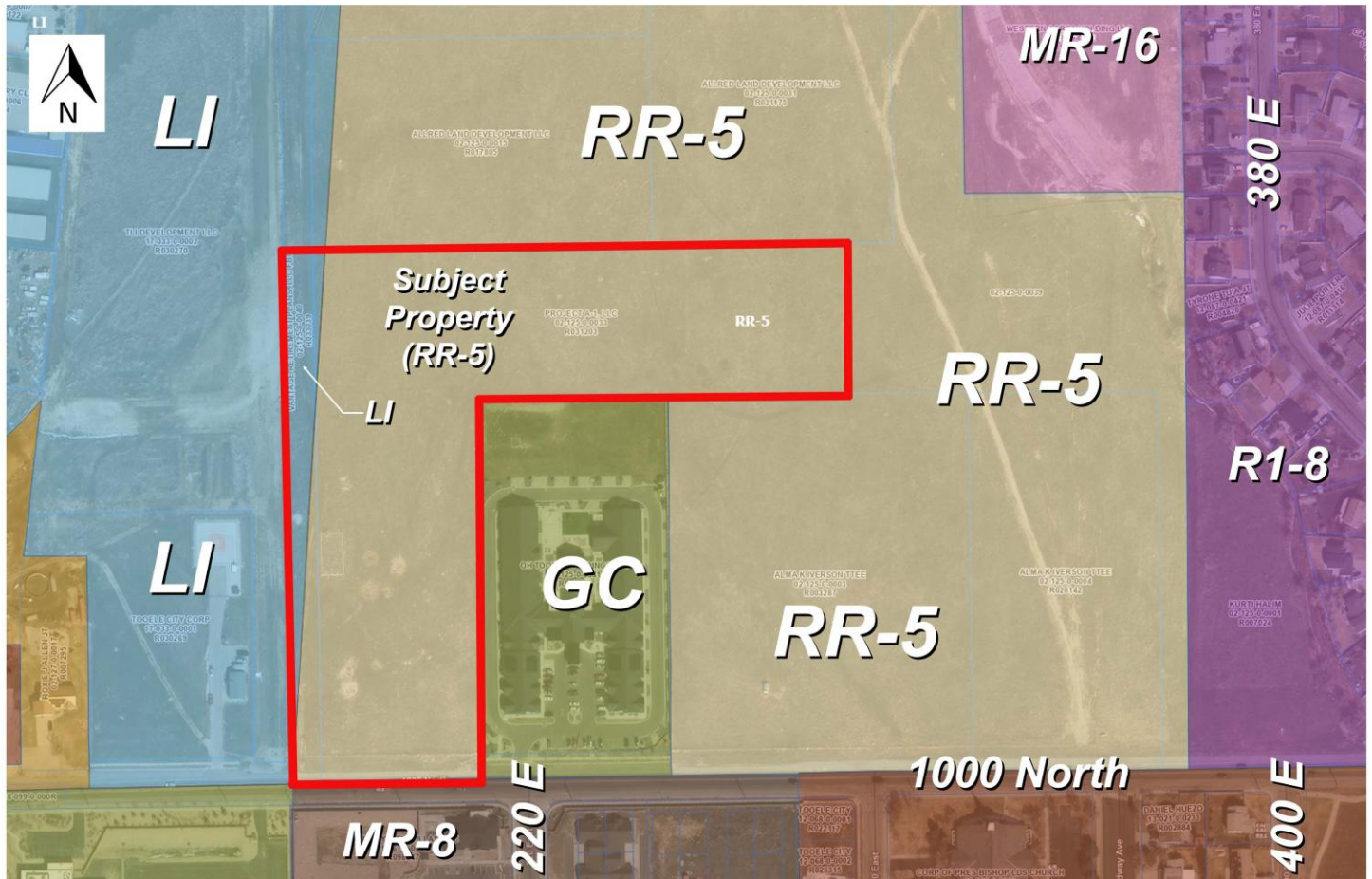
**MAPPING PERTINENT TO THE FIRE STATION BUSINESS PARK LAND USE MAP  
AMENDMENT**

***Fire Station Business Park Land Use Map Amendment***



***Aerial View***

## Fire Station Business Park Land Use Map Amendment



**Current Zoning**



[illegible]

## Exhibit C

### Planning Commission Minutes

**TOOELE CITY CORPORATION**

**ORDINANCE 2025-18**

**AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 3-8 AND ADOPTING THE UTAH WILDLAND URBAN INTERFACE BUILDING CODE.**

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

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

WHEREAS, House Bill 48 (3<sup>rd</sup> substitute) of the 2025 Utah legislative session requires municipal adoption of the wildland urban interface building code standards as contained in the Utah Wildland Urban Interface Code, issued by the International Code Council (see a summary of HB 48, attached as Exhibit A, and a copy of the UWUIC cover page, attached as Exhibit B); and,

WHEREAS, the State of Utah deems the adoption of the Code to be in the interest of the safety of the public and consistent with the exercise of the police power:

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

1. The Utah Wildland Urban Interface Code is hereby adopted; and,
2. Tooele City Code Chapter 3-8 is here adopted as shown in Exhibit C.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

## Exhibit A

### Summary of House Bill 48 (2025)

**Wildland Urban Interface Modifications**

2025 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Casey Snider**

Senate Sponsor: Michael K. McKell

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**LONG TITLE**

**General Description:**

This bill addresses efforts to oversee wildfire risks associated with wildland urban interface property.

**Highlighted Provisions:**

This bill:

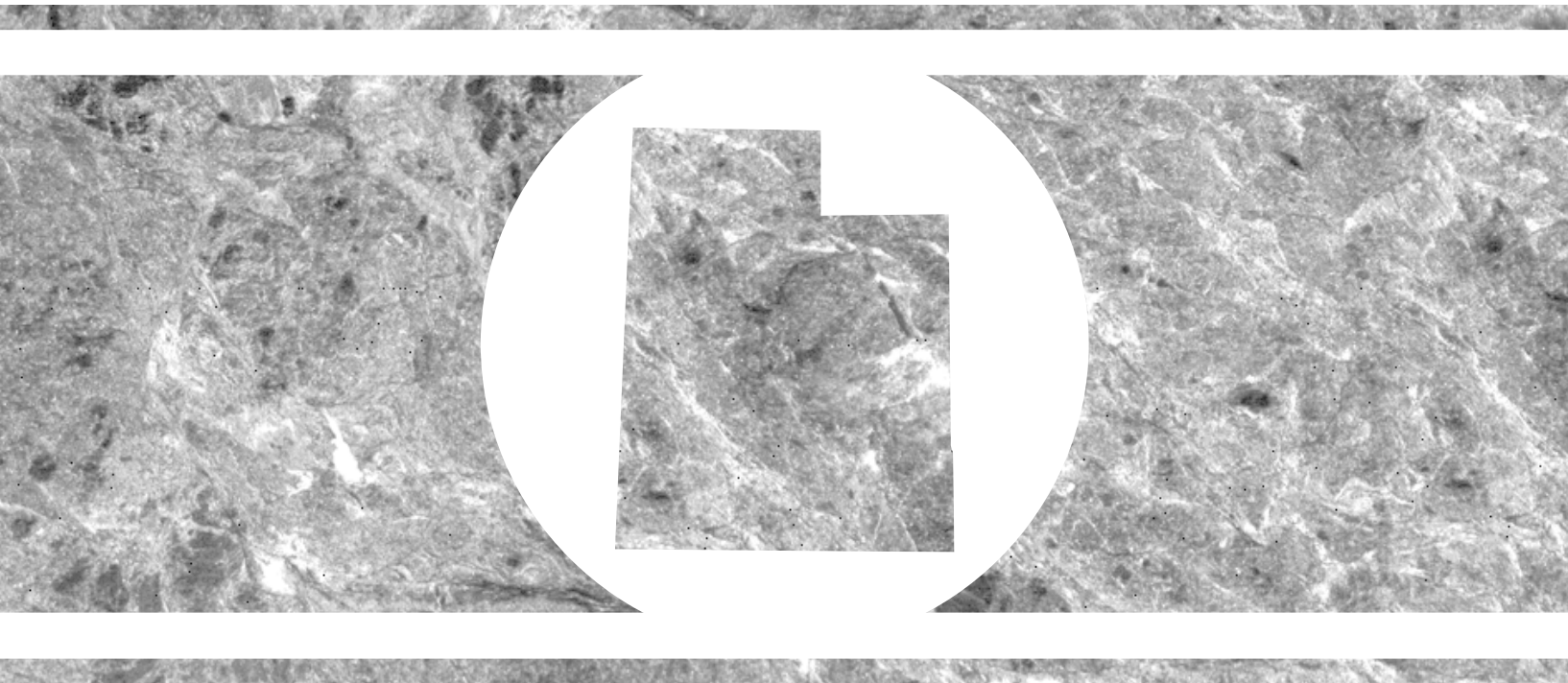
- defines terms;
- requires counties to take certain actions related to wildland urban interface property, including assessing a fee;
- directs the fee to be retained by a county and deposited into the Wildland-urban Interface Prevention, Preparedness, and Mitigation Fund;
- addresses insuring wildland urban interface property;
- imposes notice requirements related to insuring wildland urban interface property;
- requires counties and municipalities to adopt the wildland urban interface building code standards;
- permits the Division of Forestry, Fire, and State Lands (division) to choose not to cover costs of local governments under certain circumstances;
- directs the division to establish a program for wildland urban interface coordinators to evaluate, using a triage scale, high risk wildland urban interface property;
- addresses actions related to evaluating the high risk wildland urban interface property;
- provides for a database to be accessed by certain insurers related to evaluating high risk wildland urban interface property;
- authorizes rulemaking;
- addresses liability; and
- makes technical changes.



## Exhibit B

Utah Wildland Urban Interface Code – cover page

# **2006 UTAH WILDLAND-URBAN INTERFACE CODE**



# Exhibit C

## City Code Amendment

### **CHAPTER 8. WILDLAND URBAN INTERFACE CODE**

#### **3-8-1. Utah Wildland Urban Interface Code.**

Tooele City adopts the Utah Wildland Urban Interface Code as an ordinance of Tooele City, in its most current edition and with its alternatives and amendments, as adopted by the State of Utah.

## TOOELE CITY CORPORATION

### RESOLUTION 2025-37

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE PAYMENT OF A RETENTION BONUS TO SCHOOL RESOURCE OFFICERS (SROs) ASSIGNED ON A REGULAR FULL-TIME BASIS TO A SCHOOL FOR THE 2025-2026 SCHOOL YEAR.**

WHEREAS, Tooele City renewed a contract with the Tooele County School District to provide school resource officer services at select upper-level schools located within Tooele City pursuant to Utah Code 53G-8-702; and,

WHEREAS, during the 2023-2024 school year, the City Council was apprised of the ongoing challenges the Tooele City Police Department was experiencing in providing school resource officer services, and proposed a School Resource Officer Retention Bonus payment option for City Council approval; and,

WHEREAS, the Tooele City Police Department experienced sufficient interest from current officers in the SRO assignment and stability in staffing the SRO assignment; and,

WHEREAS, while other challenges remain, staffing and stability in turnover were improved and are believed to be attributable to the SRO retention bonus; and,

WHEREAS, on June 19, 2024, the City Council approved Resolution 2024-34 to offer an SRO retention bonus for the 2024-2025 school year; and,

WHEREAS, Tooele City desires to again offer an SRO retention bonus for the 2025-2026 school year to retain current full-time regular SROs assigned to a school and to incentivize officers to work the SRO assignment should a vacancy occur by making a one-time retention bonus payment as follows:

- \$0 bonus will be paid to any SRO who voluntarily resigns from SRO assignment at any time during the 2025-2026 school year;
- \$5,000 lump sum payment will be paid to any current full-time regular SRO assigned to a school who completes the entire 2025-2026 school year SRO assignment pursuant to the City's contract with the Tooele County School District, excluding any legal entitlement to protected leave such as workers compensation leave or Family and Medical Leave Act protected leave;
- In the event a full-time regular SRO assignment becomes open or the City initiates the movement of an SRO to a new department assignment, the City will prorate the \$5,000 (on monthly basis) and provide a prorated lump sum payment to the officer who is assigned on a full-time regular basis to complete the remainder of 2025-2026 school year SRO contract; and,

- Any bonus payment will be made after the last day of the school year contract but before the end of the City's fiscal year.

WHEREAS, the anticipated total cost of the proposed retention bonus is included in the 2025-2026 fiscal year budget; and,

WHEREAS, Tooele City Policies & Procedures Manual Section 9: Compensation, Part A states: "This Section does not identify every compensation-related matter that may arise. Tooele City reserves the right to otherwise address such matters in a manner that best meets the City's needs and complies with applicable laws"; and,

WHEREAS, the above-cited provision of the Tooele City Policies & Procedures Manual Section 9: Compensation, Part A, provides the City Administration with the ability to make the one-time retention bonus adjustment contemplated in this Resolution; however, the City Administration recognizes the significance of the SRO retention bonus, desires to be transparent in the business need to make the retention bonus payment this year, and desires to have a written record that provides historical context as to why the one-time retention bonus was offered and made to SROs for school year 2025-2026:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that consent is hereby given to the Mayor to authorize a one-time payment of a retention bonus to SROs for the 2025-2026 school year contractual obligation with the Tooele County School District, as described herein.

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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2025-38**

**A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING THAT TOOELE CITY, AFTER JULY 1, 2025, WILL PICK UP AND PAY AN AMOUNT OF THE REQUIRED EMPLOYEE CONTRIBUTIONS FOR ALL TOOELE CITY EMPLOYEES WHO ARE MEMBERS OF THE UTAH STATE RETIREMENT TIER II PUBLIC SAFETY & FIREFIGHTER CONTRIBUTORY RETIREMENT PLAN AND INCLUDES PROVISIONS RELATING TO THE EMPLOYER PICK-UP.**

WHEREAS, on April 1, 2020, the Tooele City Council approved Resolution 2020-25 declaring that Tooele City, after July 1, 2020, will pick up and pay a portion of the required employee contribution for all Tooele City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.00%, including provisions relating to the employer pick-up; and,

WHEREAS, on May 18, 2022, the Tooele City Council approved Resolution 2022-33 declaring that Tooele City, after July 1, 2022, would pick up and pay the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.60%, including provisions relating to the employer pick-up; and,

WHEREAS, on June 19, 2024, the Tooele City Council approved Resolution 2024-27 later renumbered 2024-37, declaring that Tooele City, after July 1, 2024, would pick up and pay a portion of the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 4.03%, including provisions relating to the employer pick-up; and,

WHEREAS, effective July 1, 2025, Tooele City desires to increase the amount Tooele City will pick up and pay for the required employee contributions for all Tooele City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System, up to 4.73%, including provisions relating to the employer pick-up under UCA Section 49-23-301(2)(c), as enacted in Senate Bill 56, Tier II Public Safety & Firefighter Retirement Enhancements (2020 General Session); and,

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, Tooele City took formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and,

WHEREAS, Senate Bill 56 (2020 General Session) required that if an entity elects to pick up the cost to the employee in the Tier II Public Safety & Firefighter Contributory Retirement System, the agency must also make an equivalent employer 401(k)

contribution to employees participating in the Public Safety Tier II Defined Contribution Only Plan (i.e. 401k only):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that: Tooele City declares that beginning July 1, 2025, the City, determines that it is in the best interest of Tooele City to prospectively increase the pick-up election and pay the required employee contributions, up to 4.73%, for all City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FUTHER RESOLVED that the picked-up contributions paid by the employer, even though designated as employee contributions for Utah state law purposes, are being paid by the City on behalf of employees in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding, until distributed from the Utah Retirement System, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked-up contributions are supplemental to, and not a salary reduction to, the City employees who are eligible for and participating members in the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick-up, a City employee shall not have a cash or deferred election right with respect to the designated employee contributions, including that the employees shall not be permitted to opt out of the pick-up and shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City on behalf of its employees to the Utah Retirement Systems.

BE IT FURTHER RESOLVED that beginning July 1, 2025, the City, in compliance with Senate Bill 56 (2020 General Session) will also prospectively contribute an amount equivalent to that of the annual pick-up to the Utah State Retirement System 401(k) plan, for any member of the Tier II Public Safety & Firefighter Defined Contribution Only plan, as an employer 401(k) contribution.

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 \_\_\_\_\_, 2025.



TOOELE CITY COUNCIL

(For)

(Against)

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\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

Exhibit A

URS Form



Utah Retirement Systems  
PO Box 1590  
Salt Lake City, UT 84110-1590  
801-366-7318 | 800-753-7318  
[www.urs.org](http://www.urs.org)

## Employer Election To Pick-Up Member Contributions Tier 2 Public Safety and Firefighter Contributory System

### Instructions:

1. This form is designed to notify URS of an Employer's formal election to pick-up Member retirement contributions for Tier 2 Public Safety and Firefighter Employees.
2. This form and accompanying documentation must be returned to URS for processing.
3. A pick-up election is subject to federal law, resulting in tax and legal consequences, including limitations about the ability to modify or revoke the election. For information regarding employer pick-up contributions, please refer to federal law and guidance, including Internal Revenue Code Section 414 and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your Tier 2 Public Safety and Firefighter employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
4. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of Member contribution pick-ups and submitting this form.

### SECTION A » EMPLOYER INFORMATION

Employer Name <u>Tooele City</u>	Employer Number <u>491</u>	Date
Desired Effective Date: <u>7-1-2025</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

### SECTION B » PICK-UP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Check the box and fill in the portion of employee contributions picked-up for each class of employees below.)

Please also attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

Note: If you are picking-up contributions for public safety, and firefighter employees, check all the boxes

- ☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**:  
4.73 % of salary. (\*e.g., 4.73% of salary)
- ☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with the following pick-up election that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**:  
4.73 % of salary. (\*e.g., 4.73% of salary)

\*These amounts are the required Member Contribution Rates effective July 1, 2024. Employers are not required to pay the full Member Contribution rate and may pick up a percentage of salary. The percentages included by the Employer may not exceed the required Member Contribution rate and cannot be less than the amount previously picked-up by the Employer.

### SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge, certify and understand the following:

- » I represent and have the authority to sign and submit this form on behalf of the Employer;
- » The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up regarding employee contributions on behalf of its employees;
- » The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- » From and after the date of the pick-up election, an Employee may not: 1) have a cash or deferred election right with respect to designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- » In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction—In other words, the Employer must not reduce employee salary to offset the amount designated as employee contributions;
- » Future modifications to this Employer election may be disallowed or limited;
- » The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- » I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form;
- » The information provided on this form and attached documentation is correct and can be relied upon by URS; and
- » I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official) <u>Debra Winn</u>	Signature of Binding Official	Title <u>Mayor</u>
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## Exhibit B

### URS Rate Sheet

**Utah Retirement Systems**  
**Final Condensed Retirement Contribution Rates as a Percentage of Salary and Wages**  
**Fiscal Year July 1, 2025 - June 30, 2026**

	Tier 1 DB System			Tier 1 Post Retired		Tier 2 - DB Hybrid System			Tier 2 - DC Plan							
	Contribution Reporting Fields			Post Retired		Contribution Reporting Fields			Contribution Reporting Fields							
	Tier 1 2025-2026 RATES			Employment after 6/30/2010 - NO 401(k) Amortization of UAAL**	Employment before 7/1/2010 Optional 401(k) Cap	Tier 2 2025-2026 RATES			Tier 2 2025-2026 RATES							
	Employee	Employer	TOTAL				Tier 2 Fund	Employee	Employer	401(k)	TOTAL	Tier 2 Fund	Employee	Employer	401(k)	TOTAL
Public Employees																
Contributory Retirement System																
11- Local Government	6.00	11.96	17.96	5.87	12.09		111	0.81	15.95	0.00	16.76	211	0.00	5.95	10.00	15.95
12- State and School <sup>1</sup>	6.00	16.70	22.70	11.25	11.45											
17- Higher Education	6.00	17.70	23.70	12.25	11.45											
Public Employees																
Noncontributory Retirement System																
15- Local Government	-	15.97	15.97	4.11	11.86		111	0.81	14.19	0.00	15.00	211	0.00	4.19	10.00	14.19
16- State and School <sup>1</sup>	-	21.19	21.19 *	8.94	12.25		112	0.81	19.02	0.00	19.83	212	0.00	9.02	10.00	19.02
18- Higher Education	-	22.19	22.19 *	9.94	12.25		117	0.81	20.02	0.00	20.83	217	0.00	10.02	10.00	20.02
Public Safety																
Contributory Retirement System																
Division A																
23- Other Division A With 2.5% COLA	12.29	22.29	34.58	11.27	23.31		122	4.73	25.35	0.00	30.08	222	0.00	11.35	14.00	25.35
Public Safety																
Noncontributory Retirement System																
Division A																
42- State With 4% COLA	-	40.35	40.35	17.46	22.89		122	4.73	31.54	0.00	36.27	222	0.00	17.54	14.00	31.54
43- Other Division A With 2.5% COLA	-	33.04	33.04	10.75	22.29		122	4.73	24.83	0.00	29.56	222	0.00	10.83	14.00	24.83
75- Other Division A With 4% COLA	-	34.71	34.71	11.91	22.80		122	4.73	25.99	0.00	30.72	222	0.00	11.99	14.00	25.99
48- Bountiful With 2.5% COLA	-	50.38	50.38	26.89	23.49		122	4.73	40.97	0.00	45.70	222	0.00	26.97	14.00	40.97
Division B																
44- Salt Lake City With 2.5% COLA	-	46.71	46.71	24.20	22.51		122	4.73	38.28	0.00	43.01	222	0.00	24.28	14.00	38.28
45- Ogden With 2.5% COLA	-	48.72	48.72	26.30	22.42		122	4.73	40.38	0.00	45.11	222	0.00	26.38	14.00	40.38
46- Provo With 2.5% COLA	-	42.23	42.23	19.61	22.62		122	4.73	33.69	0.00	38.42	222	0.00	19.69	14.00	33.69
47- Logan With 2.5% COLA	-	40.97	40.97	18.37	22.60		122	4.73	32.45	0.00	37.18	222	0.00	18.45	14.00	32.45
49- Other Division B With 2.5% COLA	-	32.57	32.57	9.95	22.62		122	4.73	24.03	0.00	28.76	222	0.00	10.03	14.00	24.03
76- Other Division B With 4% COLA	-	35.97	35.97	12.94	23.03		122	4.73	27.02	0.00	31.75	222	0.00	13.02	14.00	27.02
Firefighters' Retirement System																
Division A																
31- Division A	15.05	1.61	16.66	-	16.66		132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Division B																
32- Division B	16.71	2.34	19.05	-	19.05		132	4.73	14.08	0.00	18.81	232	0.00	0.08	14.00	14.08
Judges' Retirement System																
37- Judges' Noncontributory	-	46.05	46.05													

\* Does not include the required 1.5% 401(k) contribution.

\*\* Unfunded Actuarial Accrued Liability

1 Public School Districts and Charter School rates are effective September 1, 2025 - August 31, 2026

## TOOELE CITY CORPORATION

### RESOLUTION 2025-53

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION, LLC FOR THE GLEN EAGLES PARK RESTROOM PROJECT.**

WHEREAS, Tooele City owns and operates a public park named Glen Eagles Park located at 971 North 600 West; and,

WHEREAS, the park does not have public restroom facilities, and the City Administration desires to make restroom facilities available to the public at the park; and,

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

WHEREAS, England Construction, LLC has submitted a total cost proposal of Three Hundred Nine Thousand Dollars (\$309,000.00) for construction of the Glen Eagles Park Restroom Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Fifteen Thousand Four Hundred Fifty Dollars (\$15,450.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with England Construction, LLC , is hereby approved, in the amount of Three Hundred Nine Thousand Dollars (\$309,000.00) for construction of the Glen Eagles Park Restroom Project; and,
2. an additional Fifteen Thousand Four Hundred Fifty Dollars (\$15,450.00) contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

\_\_\_\_\_  
Tooele City Attorney's Office

## EXHIBIT A

### Bid Tabulation



Bid Tabulation  
2025 Veterans Memorial Park & Glen Eagles Park Restroom Project

[illegible]

## EXHIBIT B

Agreement: England Construction, LLC

AGREEMENT

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: England Construction, LLC
- B. Address: P.O. Box 640, Tooele, Utah 84074
- C. Telephone number: 435-840-1191 ext 1
- D. Email: dustin@englandconstructionllc.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**GLEN EAGLES PARK RESTROOM PROJECT**

**1.4 ENGINEER**

- A. Darwin Cook, Parks Director, is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
  2. \_\_\_\_\_
  3. \_\_\_\_\_

4. \_\_\_\_\_

- C. An Agreement Supplement [ ] is, [ ☒ ] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Three Hundred Nine Thousand Dollars (\$309,000.00).

## 2.2 CONTRACT TIME

- A. The Work shall be fully completed by **October 15, 2025**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
  - 1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
  - 2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered

delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

- B. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### PART 3 EXECUTION

#### 3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### 3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

## Acknowledgment

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

### 3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Tooele City Attorney's Office

END OF DOCUMENT

## TOOELE CITY CORPORATION

### RESOLUTION 2025-55

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION, LLC FOR THE VETERANS MEMORIAL PARK RESTROOM PROJECT.**

WHEREAS, Tooele City owns and operates a public park named Veterans Memorial Park located at the southwest corner of Main & Vine Street and,

WHEREAS, the park does not have public restroom facilities, and the City Administration desires to make restroom facilities available to the public at the park; and,

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

WHEREAS, England Construction, LLC has submitted a total cost proposal of Three Hundred Eight Thousand Five Hundred Dollars (\$308,500.00) for construction of the Veterans Memorial Park Restroom Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Fifteen Thousand Four Hundred Twenty Five Dollars (\$15,425.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with England Construction, LLC , is hereby approved, in the amount of Three Hundred Eight Thousand Five Hundred Dollars (\$308,500.00) for construction of the Veterans Memorial Park Restroom Project; and,
2. an additional Fifteen Thousand Four Hundred Twenty Five Dollars (\$15,425.00) contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Tooele City Attorney's Office



## EXHIBIT A

### Bid Tabulation

Bid Tabulation  
2025 Veterans Memorial Park & Glen Eagles Park Restroom Project

[illegible]

## EXHIBIT B

Agreement: England Construction, LLC

AGREEMENT

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: England Construction, LLC
- B. Address: P.O. Box 640, Tooele, Utah 84074
- C. Telephone number: 435-840-1191 ext 1
- D. Email: dustin@englandconstructionllc.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**VETERANS MEMORIAL PARK RESTROOM PROJECT**

**1.4 ENGINEER**

- A. Darwin Cook, Parks Director, is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
  2. \_\_\_\_\_
  3. \_\_\_\_\_

4. \_\_\_\_\_

- C. An Agreement Supplement [ ] is, [ X ] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Three Hundred Eight Thousand Five Hundred Dollars (\$308,500.00).

## 2.2 CONTRACT TIME

- A. The Work shall be fully completed by **October 15, 2025**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
  - 1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
  - 2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered

delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

- B. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### **PART 3 EXECUTION**

#### **3.1 EFFECTIVE DATE**

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### **3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

## Acknowledgment

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

### 3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Tooele City Attorney's Office

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-54**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION, LLC FOR THE GLEN EAGLES PARK WATER METER AND PRESSURE REDUCING ZONE VALVE PROJECT.**

WHEREAS, the City desires to install a water meter and a pressure reducing zone/valve ("Project") at Glen Eagles Park; and,

WHEREAS, the City solicited public bids for construction of the Glen Eagles Park Water Meter and Pressure Reducing Zone Valve Project in accordance with the procedures of §11-39-101 *et seq.* and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, England Construction, LLC has submitted a total cost proposal of One Hundred Nine Thousand Five Hundred Dollars (\$109,500.00) for construction of the Glen Eagles Park Water Meter and Pressure Reducing Zone Valve Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Five Thousand Four Hundred Seventy Five Dollars (\$5,475.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with England Construction, LLC, is hereby approved, in the amount of One Hundred Nine Thousand Five Hundred Dollars (\$109,500.00) for construction of the Glen Eagles Park Water Meter and Pressure Reducing Zone Valve Project; and,
2. an additional Five Thousand Four Hundred Seventy Five Dollars (\$5,475.00) contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Tooele City Attorney's Office

## Exhibit A

### Bid Tabulation

**Bid Tabulation**  
**2024 Glen Eagles & Red Del Papa**  
**Meter & RPZ Installation Project, Bid Results**

<b>Contractor</b>	<b>Glen Eagles</b>	<b>Red Del Papa</b>	<b>Total Amount</b>
<b>Broken Arrow</b>	<b>\$119,574.00</b>	<b>\$109,500.00</b>	<b>\$229,074.00</b>
<b>England Construction</b>	<b>\$109,500.00</b>	<b>\$99,300.00</b>	<b>\$208,800.00</b>

**2024 Glen Eagles & Red Del Papa  
Meter & RPZ Installation Project, Bid Results**

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## Exhibit B

Agreement - England Construction, LLC

AGREEMENT

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: England Construction, LLC
- B. Address: P.O. Box 640, Tooele, Utah 84074
- C. Telephone number: 435-840-1191 ext 1
- D. Email: dustin@englandconstructionllc.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**GLEN EAGLES PARK WATER METER AND  
PRESSURE REDUCING ZONE VALVE PROJECT**

**1.4 ENGINEER**

- A. Darwin Cook, Parks Director, is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
  2. \_\_\_\_\_
  3. \_\_\_\_\_

4. \_\_\_\_\_

- C. An Agreement Supplement [ ] is, [ X ] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Nine Thousand Five Hundred Dollars (\$109,500.00).

## 2.2 CONTRACT TIME

- A. The Work shall be fully completed by **October 15, 2025**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
  - 1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
  - 2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered

delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

- B. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
- D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

### PART 3 EXECUTION

#### 3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### 3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_



## Acknowledgment

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

### 3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

\_\_\_\_\_  
Tooele City Attorney's Office

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-58**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC, FOR THE INSTALLATION OF BALL FIELD LIGHTING AT PARKER'S PARK.**

WHEREAS, the City Administration and City Council desire use P.A.R. tax revenues to install sports lighting at the ball fields at Parker's Park; and,

WHEREAS, Musco Sports Lighting, LLC, is a preferred vendor of this type of product due to the fact that they are the only vender offering this type of product with all of the features required for the desired purpose; and,

WHEREAS, Musco Sports Lighting, LLC, price terms include a total contract amount of \$244,545.00 with completion by October, 31, 2025 (see contract documents attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the contracts and financing documents attached as Exhibit A are hereby approved, and that the Mayor is hereby authorized to execute the same and all other documents necessary to consummate the purchase and financing transactions.

This Resolution is in the best interest of the general 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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

\_\_\_\_\_  
Tooele City Attorney's Office

## Exhibit A

### Contract Documents



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Musco of 100 1<sup>st</sup> Avenue West, Oskaloosa, IA 52577 (hereinafter “Contractor”) enter into this Agreement on the 9 day of June, 2025 (the “Effective Date”).

**Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following: Parkers Park - Ball Field Sports Lighting**

### Services (Scope of Work).

- Lighting
- Field 1 - 200’/200’/200’
- Field 2 - 200’/200’/200’
- Provide design and layout for lighting system
- Test and final aim equipment
- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Contractor will work with Owner to schedule construction during non use times during the baseball season.
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The owner of the field is responsible for the structural integrity of the existing poles and/or structures
- Contractor must keep the project site clean during production and make sure the job site is clean after the project has been completed

1. 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 **\$244,545.00** 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 October 31, 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:

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

Approved as to form:

Seal

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



## POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

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

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

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

### CHECK APPLICABLE BOX:

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

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-59**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A PURCHASE AND FINANCING DOCUMENTS WITH YAMAHA MOTOR FINANCE CORPORATION FOR THE PURCHASE OF 80 NEW GOLF CARTS.**

WHEREAS, the City Administration and City Council desire to retire the existing fleet of aging golf carts and replace them with a fleet of 80 new golf carts for the City's Oquirrh Hills Golf Course; and,

WHEREAS, the golf course superintendent has obtained pricing information from several companies, of which Yamaha Motor Finance Corporation USA ("Yamaha") has provided the best pricing, the best financing, and the best trade-in value, for the best overall deal for the City; and,

WHEREAS, Yamaha's price terms include a total purchase price of \$509,306, a trade-in value of \$196,000, a total financed amount of \$313,360, and principal and interest payments of \$201,672.96 over six years, (see the pricing, contract, and financing documents attached as Exhibit A);

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the contracts and financing documents attached as Exhibit A are hereby approved, and that the Mayor is hereby authorized to execute the same and all other documents necessary to consummate the purchase and financing transactions.

This Resolution is in the best interest of the general 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 \_\_\_\_\_, 2025.



TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

## Exhibit A

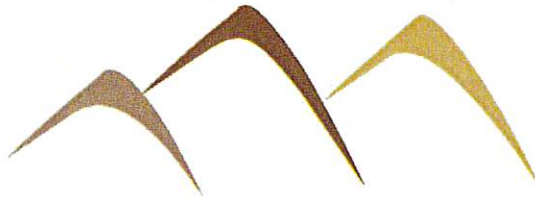
### Pricing, Contract, and Financing Documents



# YAMAHA

**Yamaha Drive 2 QuietTech EFI Fleet**  
**BUDGETARY Golf Car Proposal**  
**Municipal Lease w/ Net of Trade Offer**  
*December 20, 2024*

*Presented to:*



## Oquirrh Hills Golf

EST. 1949

**Oquirrh Hills Golf Course**

**& Tooele City**

**C/O Mayor Debbie Winn, Darwin Cook, Cody Lopez**

*Presented by:*

**Highland Golf**

**Mike Lasater**

*3654 South 500 West*

*South Salt Lake City, Utah 84115*

*Cell # 801-897-1200 / (801) 322-GOLF*



## Summary

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### ***Yamaha Drive 2 QuieTech EFI Gas***

Highland Golf Cars is pleased to present a **Budgetary Muni Lease Proposal** to Oquirrh Hills Golf Course / Tooele City featuring the **Yamaha 2025 Drive 2 QuieTech EFI Gas with 4-Wheel Independent Suspension and Yamaha Exclusive QuieTech technology**. This revolutionary car offers many “upgrades” as standard equipment, such as Dual USB Ports and Over-molded Comfort Steering Wheel. Prices are from Utah State Contract MA415 with **Net of Trade Lease Offer** included.

### Key Points

- *USB Connections, Built into The Dash*
- *Yamaha Over-Molded Steering Wheel for added Comfort and Styling*
- *Industry-Exclusive QuieTech Technology for Superior Customer Experience*
- *Industry-Exclusive All-Wheel Independent Suspension for the Smoothest Ride Available*
- *Certified 45 MPG Efficiency, Best in Class for Lowest Operational Costs*
- *Yamaha Designed/Built EFI Electronic Fuel Injected engine for Industry-Leading Mileage*
- *Newly Designed Automotive Style Dash with Room for Range Finders & Mobile Devices*
- *Large Storage Bins with No-Slip Mat to keep Valuables in Place*
- *Widest, Most Ergonomic Contoured Seat In the Industry w/ Most Legroom in its Class*
- *Best, Largest Sweater Basket in Industry with More Storage and Easy Cleaning*

### ***Yamaha – The Best Drive of the Day!***



*Glacier White*



*Sunstone*

For detailed specifications, please visit [www.yamahagolfcar.com](http://www.yamahagolfcar.com)

**Quote is valid for 60 Days.**

Please call me with any questions you may have.

Sincerely,

---

**Mike Lasater**

Fleet Golf Car Sales Manager  
Oquirrh Hills GC, BUDGETARY, December 20, 2024

Oquirrh Hills Golf Course

**Yamaha Drive 2 QuieTech EFI Gas**  
**YAMAHA 2025 Drive 2 QuieTech-EFI MUNI LEASE PROPOSAL**  
**Utah State Contract MA 415**

<u>Vehicle Type</u>	<u>Price/Car</u>	<u>Total Price</u>	<u>Agreed</u>
Qty. 80, 2025 Yamaha Drive 2 QuieTech EFI Gasoline	\$6,200.00*	\$496,000.00*	<u>DRL</u>
357 cc Yamaha Gasoline EFI Engine			
Glacier White or Sunstone Tan Body Panels, Stone Top / Seat			
Hubcap Set (Brushed Aluminum), Cart Numbers,	\$ 22.00*	\$ 1,760.00*	<u>DRL</u>
Sand & Seed Bottle Kit (2/car @ \$20.00 Each)	\$ 40.00*	\$ 3,200.00*	<u>DRL</u>
Folding Poly Clear Windshield	\$ 105.00*	\$ 8,400.00*	<u>DRL</u>
* 2019 Utah State Contract MA 415			
EQUIPMENT TOTAL:		\$509,360.00*	<u>DRL</u>
Trade Offer (See Trade Offer Sheet):		<u>(\$196,000.00)</u>	<u>DRL</u>
NET PURCHASE/FINANCED AMOUNT:		\$313,360.00	<u>DRL</u>

NOTE: Municipal Lease, **Net-of-Trades**, 60-Month Lease Term – **OPTIONS INCLUDED**

5, Annual Payments (Due Yearly), 1<sup>st</sup> Payment Due July 15, 2025.

Lease subject to credit approval and completion of applicable lease documents.

\*Quoted prices do not include applicable sales and property taxes, which are the responsibility of the lessee

<u>No Purchase Option</u>	<u>\$1.00 Buyout Purchase</u>	<u>\$600 Buyout Purchase</u>	<u>\$1100 Buyout Purchase</u>
\$33,612.16 / Year	\$69,973.37 / Year	\$61,903.58 / Year	\$55,167.53 / Year
(Buyout = Not Avail.)	(Buyout Total: \$80.00)	(Buyout Total: \$48,000.00)	(Buyout Total: \$88,000.00)

Delivery Estimate: July 1, 2025

Warranty: 4-Year Limited Yamaha Factory Warranty

Acceptance: Both parties acknowledge agreement to the above noted items by signing below:

Customer: Oquirrh Hills Golf Course

Highland Golf:

Customer's Signature

Date

Date



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Print Name

---

Print Name



**Trade Offer**

Oquirrh Hills GC / Tooele City

December 20, 2024

Highland Golf Cars offers the following **Trade Offer** as part of a new **80-car Yamaha Drive 2 QuieTech EFI Gas** to Oquirrh Hills GC / Tooele City in Tooele, UT. This is a "Lump Sum" offer, based on acceptance of the total group of 80 used Club Car gas vehicles. Trade value amount will lower the purchase/financed amount of the new fleet. Trade cars will be picked up upon delivery of new fleet.

**TRADE VALUATION LIST**

<u>Make/Model</u>	<u>Year</u>	<u>Type</u>	<u>Comments</u>	<u>Quantity</u>
Yamaha DR2A QT	2019	Gas	Average/Working Condition	80

Total Cars to Trade:	80
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**LUMP-SUM TRADE OFFER: \$196,000.00**

**Trade-In Statement:** Trade value is offered on golf cars that are complete, in running condition and free of any liens or encumbrances. Cars with severe damage (beyond normal wear and tear), or do not run, will be valued separately.

---

**Mike Lasater**

*3653 South 500 West, South Salt Lake City, Utah 84115  
(801) 322-GOLF / Cell: (801) 897-1200*



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

April 1, 2016

ABC GOLF  
123 MAIN ST.  
CUERO, TX 10000

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 10 YDRE  
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement  
Equipment Schedule #123456  
Request for Insurance  
Certificate of Acceptance  
Invoice For First Payment  
ACH Form

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Yamaha Motor Finance Corporation

**YAMAHA**  
Commercial Finance





# **YAMAHA**

**Commercial Finance**

## **MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated February 24, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **ABC GOLF COURSE** having its principal office at 123 MAIN ST, CUERO, TX 10000 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.



10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

ABC GOLF

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

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

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

Print Name: \_\_\_\_\_

Print Name: Kim Ruiz

Title: \_\_\_\_\_

Title: President

**EXHIBIT A**  
**EQUIPMENT SCHEDULE # 123456**  
**Dated 02/24/2016**

1. This Schedule covers the following property ("Equipment"):

**10 YDRE GOLF CARS**

2. Location of Equipment:

**ABC GOLF**

**123 MAIN ST.**

**CUERO, TX 10000**

3. The Lease term for the Equipment described herein shall commence on April 15, 2016 and shall consist of 48 months from the first day of the month following said date.

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:  
**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$665.00 (APPLICABLE TAXES TO BE BILLED).**

**STARTING APRIL 2016 AND ENDING MARCH 2020. DUE THE 15TH DAY OF  
THE MONTH AS FOLLOWS:**

Apr-16 \$665.00	Jan-17 \$665.00	Jan-18 \$665.00	Jan-19 \$665.00	Jan-20 \$665.00
May-16 \$665.00	Feb-17 \$665.00	Feb-18 \$665.00	Feb-19 \$665.00	Feb-20 \$665.00
Jun-16 \$665.00	Mar-17 \$665.00	Mar-18 \$665.00	Mar-19 \$665.00	Mar-20 \$665.00
Jul-16 \$665.00	Apr-17 \$665.00	Apr-18 \$665.00	Apr-19 \$665.00	
Aug-16 \$665.00	May-17 \$665.00	May-18 \$665.00	May-19 \$665.00	
Sep-16 \$665.00	Jun-17 \$665.00	Jun-18 \$665.00	Jun-19 \$665.00	
Oct-16 \$665.00	Jul-17 \$665.00	Jul-18 \$665.00	Jul-19 \$665.00	
Nov-16 \$665.00	Aug-17 \$665.00	Aug-18 \$665.00	Aug-19 \$665.00	
Dec-16 \$665.00	Sep-17 \$665.00	Sep-18 \$665.00	Sep-19 \$665.00	
	Oct-17 \$665.00	Oct-18 \$665.00	Oct-19 \$665.00	
	Nov-17 \$665.00	Nov-18 \$665.00	Nov-19 \$665.00	
	Dec-17 \$665.00	Dec-18 \$665.00	Dec-19 \$665.00	

5. Interest Factor: X.XXX %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 02/24/2016 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

**Signed Counterparts:** The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

**Master Lease:** This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSEE: ABC GOLF**

**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

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

Name: \_\_\_\_\_

Type or Print

Title: \_\_\_\_\_

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

Name: Kim Rulz

President

Title: \_\_\_\_\_

## CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 123456  
dated February 24, 2016 to the Master Lease Agreement dated  
February 24, 2016 between Yamaha Motor Finance Corporation, U.S.A  
(the "Lessor") and **ABC GOLF**  
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
10 YDRE GOLF CARS		See Attachment	NEW	ABC GOLF 123 MAIN ST CUERO, TX 10000

### ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

**ABC GOLF**

as Lessee

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna\_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT: \_\_\_\_\_

**FEBRUARY 24, 2016**

ADDRESS: \_\_\_\_\_

*Please Reference our Quote#* **123456**

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

RE: **ABC GOLF**

(Customer) Account # \_\_\_\_\_

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

## **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

**10 YDRE GOLF CARS**

**ABC GOLF**

(Customer)

Equipment Location:

**123 MAIN ST.**

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

(Signature of Authorized Officer)

**CUERO, TX 10000**

Title: \_\_\_\_\_



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 123456**

*Date Prepared: 02/24/2016*

ABC GOLF  
123 MAIN ST.  
EL PASO, TX 10000

Due Date	Quote No	Description	Amount Due
	123456	1 YT2ABEVDLX GOLF CAR for Municipal Conditional Sale Cars located at: ABC GOLF	
04/1/2016		Payment	\$180.00
		Payment Tax	\$0.00
YOUR ACCOUNT BALANCE IS -----			\$180.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 123456**

*Date Prepared: 02/24/2016*

Payment for:

ABC GOLF  
123 MAIN ST.  
EL PASO, TX 10000

123456

Amount Paid

Date Paid

#  
Check Number



## ACH / ONLINE PAYMENTS AGREEMENT

### RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Customer Name ABC GOLF

Customer Number 9876543

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

☐ Checking Account or

☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
Or Fax to 714-761-7363

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-60**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH TAGMARSHAL INTERNATIONAL LIMITED FOR THE LEASE OF A GOLF CART GPS SYSTEM FOR THE OQUIRRH HILLS GOLF COURSE.**

WHEREAS, the City Administration and City Council desire to lease a GPS System for the golf carts at Oquirrh Hills Golf Course; and,

WHEREAS, TagMarshal International Limited is a preferred vendor of this type of product due to the fact that they are the only vendor offering this type of product with all of the features required for the desired purpose; and,

WHEREAS, TagMarshal's price terms include a total contract amount of \$126,996.80 over four years (see contract documents attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the contracts and financing documents attached as Exhibit A are hereby approved, and that the Mayor is hereby authorized to execute the same and all other documents necessary to consummate the purchase and financing transactions.

This Resolution is in the best interest of the general 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 \_\_\_\_\_, 2025.

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: \_\_\_\_\_  
Tooele City Attorney's Office

## Exhibit A

### Contract Documents

Annexure / Quote Section	
Course/Facility:	Oquirrh Hill
Contact:	Cody Lopez
Period:	4/1/2025 - 6/30/2029
Tagmarshal Contact:	Sean Kofahl
Quote number:	Q-00962
Quote Date:	5/5/2025
Product Option	Track
Number of golf courses:	1
Season Type:	4 months or more off-season (i.e. no play) - Winterised courses
Rounds per annum:	50,000
Contract Type:	Lease

1. Set-up fee upfront						
Product Name	Qty	Unit Price	Total	Disc (%)	Discount (Amount)	Net Total
2WAY Cart Screen - 10 Inch: Set-up, Installation & Training Fee	80.00	USD 65.00	USD 5,200.00	50%	USD 2,600.00	USD 2,600.00
1. Set-up fee upfront TOTAL:						USD 2,600.00

2. Software Service & Hardware Fee Monthly - Track						
Product Name	Qty	Unit Price	Total	Disc (%)	Discount (Amount)	Net Total
2WAY Cart Screen - 10 Inch	80.00	USD 39.90	USD 3,192.00		USD 0.00	USD 3,192.00
Marshal Tablet Data	2.00	USD 19.00	USD 38.00		USD 0.00	USD 38.00
Advertising Module	80.00	USD 0.00	USD 0.00		USD 0.00	USD 0.00
Fleet/Geofence/Alerts	80.00	USD 0.00	USD 0.00		USD 0.00	USD 0.00
Marshal Tablet	2.00	USD 0.00	USD 0.00		USD 0.00	USD 0.00
Seasonal Discount	1.00	USD -255.36	USD -255.36	8%		USD -255.36
Corporate Discount	1.00	USD -383.04	USD -383.04	12%		USD -383.04
2. Software Service & Hardware Fee Monthly - Track TOTAL:						USD 2,591.60

Totals	
Deferral for 3 month(s) at a rate of USD 99.00 per month	USD 297.00
Set-up Fee Upfront	USD 2,600.00
Hardware Upfront Fee - Lease	USD 0.00
Software Service Fee - per Annum	USD 31,099.20

1st year	USD 33,699.20
2nd year	USD 31,099.20
3rd year	USD 31,099.20
4th year	USD 31,099.20

Device / month	USD 32.40
per round	USD 0.69

Tagmarshal's standard product terms and conditions apply. Visit [tagmarshal.com/terms\\_conditions](https://tagmarshal.com/terms_conditions). Subject to 3rd party lease finance credit approval.

# TERMS AND CONDITIONS

This agreement is entered into between:

## **TAGMARSHAL INTERNATIONAL LIMITED (Ireland),**

**Incorporation Number 627199**, addressed at 1st Floor, 6 Lapps Quay,  
Cork, Ireland ("Tagmarshal")

And

**Oquirrh Hill**, addressed at ("the Client")

### **1. DEFINITIONS**

- 1.1. "Service" means the work to be performed by Tagmarshal pursuant to this agreement and detailed in the scope of work in services listed in 2 hereof; as well as per the system feature breakdown on Tagmarshal's website, [www.tagmarshal.com/productoffering](http://www.tagmarshal.com/productoffering).
- 1.2. "GPS Unit" means global positioning system unit that communicates directly with both the cellular network and the global positioning satellite system.
- 1.3. "Hardware" means the hardware supplied by Tagmarshal to enable the Client to use and access the Software; further details as to the Hardware supplied by Tagmarshal are annexed hereto marked "A".
- 1.4. "Software" means the Tagmarshal cloud-based software that provides the Client with, amongst other things, course monitoring and pace of play management.
- 1.5. "Licence Fee" means the monthly fee payable by the Client to Tagmarshal monthly in advance.
- 1.6. "Installation Date" means the date that Tagmarshal completes the supply and installation of the Hardware and the setup of the Software for the Client.
- 1.7. "Live Date" means the date at which the Contract Period starts (as per Annexure A) and the Software is functional.
- 1.8. "First Line Maintenance" means the Client assisting the Tagmarshal remote support agents by performing system and hardware checks. This includes, but is not limited to, basic fault-finding and device removal or replacement, such as checking fuses, cable connections, voltages, and simulating play by driving the cart with the device on the course.
- 1.9. "Wi-Fi" means a wireless networking technology that uses radio waves to provide wireless high-speed Internet access.
- 1.10. "Wi-Fi Access Point" means a networking hardware device that allows other Wi-Fi devices to connect to a wired network or wireless network.

### **2. SERVICE AND SCOPE OF WORK**

- 2.1. Tagmarshal is the owner and operator of a professional golf course management solution that allows for pre-emptive and efficient field management. The Client has agreed to purchase the Hardware and wants to make use of the Software under the terms and conditions fully described herein.
- 2.2. All terms, conditions, and costs described herein address the use of the Hardware and Software on facilities located at the Client's designated address. Use of the Hardware at any other facility is not permitted under this agreement.
- 2.3. With effect from the signature date and for a period specified in Annexure A of this agreement ("the Contract Period") from the Live Date, Tagmarshal will make available its Software to the Client and provide the Services as set out herein.
- 2.4. Tagmarshal shall carry out the Services set out hereunder. Further details as to the duration and timing of the Services Tagmarshal will provide are annexed hereto marked "A".
- 2.5. Tagmarshal shall be responsible for providing the customer access to the Software for the duration of the Contract Period starting on the Live Date as specified in Annexure "A" of this agreement.
- 2.6. Tagmarshal will provide service support (Software and Hardware) over the full duration of this agreement via the following routes:
  - 2.6.1. A web-based FAQ/ knowledge page with an online support form/email address.
  - 2.6.2. Online support via email will be available to the Client ([support@tagmarshal.com](mailto:support@tagmarshal.com)) between 7.00 am and 3.00 pm EST seven days a week with a minimum response time of 3 (Three) hours.

2.6.3. Telephonic support will be available to the Client via the following telephone number, 725-333-7354 between 7.00 am and 4.00 pm eastern standard time from Monday to Friday.

2.6.4. Off-site repair and maintenance of the Hardware. Faulty Hardware, covered by the terms stipulated in section 9 of this agreement, couriered by the Client to Tagmarshal will be repaired or replaced at the discretion of Tagmarshal, at no cost to the Client for the duration of the Contract Period.

2.7. Tagmarshal will provide 5 hours of training at no cost to the Client on or around the Installation Date and will provide the Client with instructions on how to use and, where necessary, install Hardware components. In the event that the Client requires further instructions and/or training in respect of the use of the Hardware and/or the Software, Tagmarshal agrees to attend to such further instruction and/or training where reasonably possible and the Client agrees that it shall be liable for and shall pay to Tagmarshal its charges in respect thereof at the then prescribed rate that Tagmarshal so charges, therefore. The Client agrees that it may not cede and/or assign any of its rights and/or obligations under this agreement without the prior written consent of Tagmarshal.

2.8. Tagmarshal shall provide notification to the Client on Software upgrades and Service improvements.

2.9. Tagmarshal shall ensure that the Client has access to the latest version of the Software on a continuous basis.

2.10. The Installation Date, on which Tagmarshal will supply the Hardware and provide access to the Software for the Client is specified as per Annexure "A" of this agreement.

2.11. A project plan detailing the Installation Date, and details regarding the installation ("Project Plan") is to be prepared by Tagmarshal and signed off by the Client. Any delays in the Installation Date for reasons under the Client's control that result in additional costs being incurred by Tagmarshal will result in additional charges being billed to the Client.

2.12. All GSM data costs incurred through the use of the GPS Units will be the responsibility of Tagmarshal for the duration of the Contract Period.

2.13. The Tagmarshal system relies on the signal provided by mobile network service providers. Although Tagmarshal cannot guarantee the working of the system if there are mobile signal problems, Tagmarshal will attempt to assist the Client in the event of a mobile network failure by making contact with the mobile network service provider to report the network failure or low signal issues.

2.14. The Track Software Package includes:

2.14.1. 400 x Text / SMS Package per month

2.14.2. 6 x Backend Platform users

2.14.3. 60 x Caddie App Licenses

2.15. The Premium Software Package includes:

2.15.1. 1000 x Text / SMS Package per month

2.15.2. 15 x Backend Platform users

2.15.3. 100 x Caddie App Licenses

2.16. Additions to the Track and Premium Software Packages are available at a price per package / user / license

### **3. OBLIGATIONS OF THE CLIENT**

3.1. The Client will ensure suitable hardware such as a PC and, or tablet computer as well as internet connectivity is available in order for their internal staff and stakeholders to access and work with the Tagmarshal Software.

3.2. The Client shall advise Tagmarshal without delay of any fact, matter or issue which would have an impact on the delivery of the Service, to enable Tagmarshal to properly and effectively carry out the Service.

3.3. The Client is responsible for First Line Maintenance, and:

3.3.1. The Client shall appoint one or more of its employees to attend training to provide First Line Maintenance during the Tagmarshal installation.

3.3.2. If the Client requires Tagmarshal to perform maintenance on site, then Tagmarshal shall be entitled to charge a site visit service and travel fee at the relevant rates at the time.

3.4. The Client is obliged to communicate a golf cart fleet change to Tagmarshal that is scheduled during the Contract Period. Tagmarshal reserves the right to charge an uninstall and reinstall fees and relevant travel costs.

3.5. When private member carts are included in this agreement, the Client will ensure that:

3.5.1. Private member carts are available for 1 to 2 days for installation;

3.5.2. Makes and models of private member carts are included in the Project Plan;

3.5.3. Private member cart owners are made aware of these terms and conditions;

3.5.4. Cart sales and/or purchases by private member cart owners are communicated to Tagmarshal so that Hardware can be uninstalled and/or installed in line with 3.3.2.

#### 4. WI-FI CONNECTIVITY

4.1. Wi-Fi connectivity is a prerequisite for system functionality for 2way screen products and other Wi-Fi enabled products in both the cart barn or cart storage area, and the cart staging area. This clause 4 only applies if the Client purchases Wi-Fi enabled Hardware from Tagmarshal.

4.2. Tagmarshal shall provide and install up to two (2) Wi-Fi Access Points.

4.3. The Client shall provide Power over Ethernet (PoE) network points with reliable internet connectivity, a minimum connection speed of 25Mbps, and sufficient data capacity at the location of each Wi-Fi Access Point.

4.4. The location for the Wi-Fi Access Points will be determined by Tagmarshal in consultation with the Client and the Client's IT specialist or IT service provider to ensure optimal coverage and performance.

4.5. The Client shall ensure the necessary network infrastructure is available at the agreed location of each Wi-Fi Access Point prior to the installation of the Wi-Fi Access Point and Hardware.

#### 5. LICENCE FEES AND HARDWARE PAYMENT

5.1. The Client shall be authorized to use the Tagmarshal Software at each facility specified in Annexure "A" of this agreement for the duration of the Contract Period specified therein.

5.2. The Client will be charged a monthly Software License Fee per facility specified in Annexure "A". These fees will be payable by the Client to Tagmarshal monthly in advance via automated account debit (ACH payment) or cheque.

5.3. The Client agrees to purchase the Hardware specified in Annexure "A" of this agreement at the specified amount. These fees will be payable by the Client to Tagmarshal via automated account debit (ACH payment) or cheque.

5.4. The Client may be liable for any customs duty and/or tax considerations due on the Hardware's entry into the Client's state or country.

5.5. All inquiries regarding the billing by Tagmarshal for its services should be sent to [billing@tagmarshal.com](mailto:billing@tagmarshal.com).

#### 6. OWNERSHIP

6.1. All documents, reports, data, information, and all other computer records brought into existence by Tagmarshal as a consequence of the implementation of this agreement, shall remain the property of the Client on condition that accounts are in good standing as per clauses 5.1, 5.2 and 5.3 above.

6.2. Tagmarshal reserves the right to use the Client's course data for marketing and research purposes from time to time. In regard to marketing, Tagmarshal shall not refer to the Client by name without the Client's permission which shall be obtained in writing in advance of its public use.

#### 7. EXCLUSION OF LIABILITY

7.1. No warranty given by Tagmarshal to the Client regarding the accuracy of any information, opinion or report which is generated by Tagmarshal or by the Client through access to the Software will confer any liability to Tagmarshal, including any contingent liability of whatever nature. The Client hereby holds Tagmarshal harmless against any claim, of any nature as a result of the Client's access to the Software, the Hardware, and/or the Service provided by Tagmarshal.

#### 8. CONFIDENTIALITY

8.1. Tagmarshal shall at all times hold as confidential any of the Client's information which is of a confidential nature and no disclosure thereof shall be made, save with the consent of the Client, the foregoing not being deemed to restrict disclosures as would be required in the regular, normal and ordinary course of business to such third party who would normally be entitled to receive such confidential information.

8.2. The confidential information shall extend to and include all information relating to the Client's principals, financial policies, intellectual property, products, services, employees, consultants, contractors and without derogating from the generality of the foregoing, any information which, if conveyed to a third party, could prejudice the Client and/or procure an unfair advantage insofar as the third party to whom such disclosure has been made, and which would not be available to it in the regular, normal and ordinary course of business.

8.3. The obligation to maintain such confidentiality shall survive the termination of this agreement for any reason or cause whatsoever.

#### 9. HARDWARE REPLACEMENT COST, STORAGE, AND GUARANTEE

9.1. Tagmarshal will guarantee the Hardware supplied by Tagmarshal for the Contract Period, normal wear and tear expected.

9.2. This guarantee does not extend to any conduct of the Client or any person and/or thing that relates to accidental breakage, theft, misuse or abuse, malfunction due to improper Client installation (if applicable), damage caused by accident, fire, liquid contact, water damage, other external cause, golf cart damage or any other action by any party which may cause damage to the hardware.

9.3. Replacement or repair of damaged, lost or broken units outside of the guarantee can be arranged via Tagmarshal, subject to the Client paying Tagmarshal the relevant fees for such a repair or replacement as well as associated shipping and handling.

9.4. If the Client requires Tagmarshal to visit the Client site to perform the replacement, repair or installation of the units identified in clause 9.3 above, then Tagmarshal shall be entitled to charge a site visit service and travel fee at the relevant rates at the time.

9.5. Tagmarshal will reimburse the customer for license and/or service fees on a pro-rata basis for the period that each device is out of service due to Hardware failure subject to the guarantee conditions determined in item 9.2.

#### 10. CLIENT HARDWARE SELF INSTALL

10.1. In the event of the Client electing to self-install the hardware, the Client agrees to waive all of its rights and claims in terms of all hardware and or system warranties and or guarantees, express or implied which may be attributed to the installation and or wiring of the hardware.

10.2. Should the Client prove beyond all reasonable doubt that any hardware or system failure is not as a result of the hardware installation and or wiring, Tagmarshal shall repair or replace the faulty hardware in terms of clause 9.1.

10.3. All self-install methodologies must be approved and signed off by Tagmarshal prior to the installation of hardware, failing which, all warranties and or guarantees express or implied will be made null and void and the Client acknowledges that it shall have no claim against Tagmarshal for any Hardware or System failures.

#### 11. RENEWAL AND OTHER OPTIONS

11.1. Tagmarshal agrees that the Client will have the right to renew any of the contract periods specified in Annexure "A" for a further 3 (three) year period on the terms and conditions stipulated in this agreement if the Client notifies Tagmarshal three (3) months prior to the conclusion of the Contract Period. All fees and the schedule of payment relating to the extended period shall be in accordance with Tagmarshal's market rates on that date or by special arrangement at renewal.

#### 12. ADVERTISING MEDIA

12.1. Tagmarshal reserves the right to present advertising media offers to the Client.

#### 13. EVENTS OF DEFAULT

13.1. In the event of any amount due in terms hereof not being paid within 30 (Thirty) days following the due date or in the event of the Client breaching any of the terms of this agreement (all of which terms are deemed material and going to the root of this agreement), Tagmarshal shall have the right to suspend or terminate the Service including access to and use of the Software and cancel this agreement with immediate effect. Tagmarshal is entitled to claim all amounts which are in arrears at the date of cancellation, and claim (without prejudice to any other relief which it may have against the Client in lieu of the relief provided to Tagmarshal in this clause, whether in common law or otherwise) as pre-estimated liquidated damages equal to three times the agreed-upon Software License Fee (as defined in section 5.2 of this agreement).

13.2. Should Tagmarshal at its own discretion elect not to cancel the agreement, the Client shall be liable to pay interest on any outstanding portion of the License Fee or any other amount payable at 10% per annum in addition to any penalties and/or reactivation fees incurred by Tagmarshal at its data provider.

13.3. The Parties agree that, in the first instance, they will try and resolve any dispute amicably, and if they are unable to do so to refer the dispute to arbitration.

#### 14. NOTICES AND DOMICILIUM

14.1. The Parties choose as their domicilium citandi et executandi their respective addresses as set out on the first page of this agreement for all purposes arising out of or in connection with this agreement at which addresses all the processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the



parties, or at such other address, not being a post office box or poste restante, of which the party concerned may notify the others in writing.

14.2. Any notice given in terms of this agreement shall be in writing and shall -

14.2.1. If delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

14.2.2. Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from another shall be adequate written notice or communication to such Party.

15.MISCELLANEOUS

15.1. Warranty of authority

Each Party warrants to the other Party that it has power, authority, and legal right to sign and perform this agreement and that this agreement has been duly authorized by all necessary actions of its directors and constitutes valid and binding obligations on it in accordance with the terms of this agreement.

15.2. Implementation and good faith

15.2.1. The Parties undertake to do all such things, perform all such acts, and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or, conducive to the giving of effect to the terms, conditions, and import of this agreement. The Parties shall at all times during the continuance of this agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this agreement.

15.2.2. This implies, without limiting the generality of the foregoing, that they –

15.2.2.1. will at all times during the term of this agreement act reasonably, honestly, and in good faith;

15.2.2.2. will perform their obligations arising from this agreement diligently and with reasonable care; and

15.2.2.3. will make full disclosure to each other of any matter that may affect the execution or implementation of this agreement.

15.3. Non-assignment

Neither Party shall assign any of its rights or delegate any of its obligations under this agreement without the express prior written consent of the other Party.

15.4. Whole agreement

This agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein are binding on the parties.

15.5. Variation

No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorized representatives.

15.6. Severability

15.6.1. The agreements and undertakings of the Parties contained in this agreement shall each be construed as an agreement and undertaking independent of any other provision of this agreement.

15.6.2. The Parties hereby expressly agree that it is not the intention of any party to violate any public policy, statutory or common law and that if any sentence, paragraph, clause, or combination of the same is in violation of the Law of the State of Georgia, United States of America., such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and this agreement shall remain binding upon the Parties hereto.

15.7. Relaxation

No latitude, extension of time or other indulgence which may be given or allowed by any party to the other parties in respect of the performance of any obligation hereunder or enforcement of any right arising from this agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15.8. Counterparts

This agreement (and each amendment, modification, and waiver in respect of it) may be executed in any number of counterparts (including by way of facsimile transmission or electronic mail) and this has the same effect as if the signature on the counterparts were on a single copy of this agreement.

15.9. Governing law

This agreement shall be governed by and construed in accordance with the Law of the State of Georgia, United States of America.

15.10. Costs

All costs (which shall include legal costs of the attorney and own client scale), incurred by an aggrieved party which enjoys success or substantial success in enforcing its rights (whether action has been instituted or not) arising out of the breach of this agreement by the other party of any of the provisions of this agreement shall be borne by that other party.

Signed on behalf of the parties as duly authorized in accordance with section 15.1 of this agreement -

Tagmarshal International Ltd

DocuSigned by:  
Signature: .....STEPHEN KNOOP.....  
DD67B122CC07478...

Full Name: Stephen Knoop.

Date: .....08.05.2025.....

Place: .....CORK IRELAND.....

The Client

Signature: .....

Full Name: Debra Whinn

Date: .....

Place: .....

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2025-19**

#### **AN ORDINANCE OF TOOELE CITY ADOPTING GOVERNMENT RECORDS RETENTION SCHEDULES.**

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

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

WHEREAS, UCA Chapter 63G-2 contains Utah's Government Records Access and Management Act (GRAMA); and,

WHEREAS, under authority of UCA Section 63G-2-701, Tooele City has enacted Tooele City Code Chapter 1-23 (City Records), which designates a Records Officer, defines privacy, authorizes fees, designates an appeal authority, provides for records maintenance, etc.; and,

WHEREAS, TCC Section 1-23-10 defaults to the State of Utah's records retention schedules; and,

WHEREAS, UCA Section 63G-2-701 authorizes Tooele City to adopt its own retention schedules by ordinance; and,

WHEREAS, the City Administration recommends that the City Council adopt government records retention schedules for Tooele City to account for its unique record sets and its administrative needs; and,

WHEREAS, the retention schedules recommended by the City Administration are attached hereto as Exhibit A:

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

1. The government records retention schedules attached as Exhibit A are hereby adopted as Tooele City's government records retention schedules.

2. The Records Officer will deliver Tooele City's government records retention schedules to state archives as required by UCA 63G-2-701(2)(f) within 30 days of the effective date of this ordinance.

3. The Records Officer will deliver a summary of this ordinance to state archives as required by UCA 63G-2-701(7).

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

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: \_\_\_\_\_  
Tooele City Attorney

## Exhibit A

### Tooele City Government Records Retention Schedules

## **Schedule 1**

### **ADMINISTRATIVE RECORDS**

#### **ADMINISTRATIVE AND EXECUTIVE CORRESPONDENCE**

Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, created in the course of administering agency functions and programs.

Administrative correspondence documents work accomplished, transactions made, or actions taken. This correspondence documents the implementation of agency functions rather than the creation of functions or policies. Business-related correspondence that is related to a core function with an associated retention schedule should follow the associated schedule.

#### **RETENTION**

3 years, or until administrative need ends, whichever is longer

#### **CITY SCRAPBOOKS**

These are a chronological record of the activities of the municipality or individual municipal departments. They include photographs, newspaper clippings, flyers, program notes, brochures, and other items pertaining to city activities and actions and reactions of the municipality's citizens.

#### **RETENTION**

Permanent

#### **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) RECORDS**

These files document the administration of projects funded under the Community Development Block Grant program (CDBG). These projects include both direct grants and re-grants. The records include the application, preliminary reports, audits, certificates, maps, related correspondence, and all final reports. Under the federal guidelines, agencies are required to maintain records in sufficient detail to demonstrate compliance with the provisions concerning affirmative action, labor and environmental standards.

#### **RETENTION**

Permanent

#### **CONFLICT OF INTEREST**

These records are employee and council disclosure forms used to disclose any actual or potential conflict of interest in accordance with UCA 10-2-1302 through 10-3-1312.

#### **RETENTION**

10 years after termination of municipal employment/appointment

#### FEASIBILITY STUDIES

These are studies conducted before the installation of any significant technology or equipment. They include specific studies and system analyses for the initial establishment and major changes of these systems.

##### **RETENTION**

5 years after completion of study

#### GRANT FILES ORIGINAL APPLICATIONS

These are files on monetary grants received from state and federal sources. It includes the original applications, contract agreements, and annual and final performance reports.

##### **RETENTION**

7 years after completion of all applicable audits

#### INFORMATION GOVERNANCE RECORDS

Records used in establishing and implementing records management policies, practices, and procedures. Included are inventories, finding aids, and related information.

##### **RETENTION**

Until superseded or until the lifespan of the related record is met

#### INTERNAL COMMITTEE RECORDS

Records documenting the establishment, organization, membership, and activities of committees and other staff non-policy making groups to handle problems, issues, and/or employee activities for the governmental entity.

##### **RETENTION**

Retain until resolution off issue and then destroy records

#### PROJECT MANAGEMENT RECORDS

These files contain memoranda, preliminary reports, and other records documenting assignments and the progress of projects. These files do not contain the final reports.

##### **RETENTION**

1 year after end of project or program

#### PUBLIC RELATIONS RECORDS

These written records are created for distribution to the news media or public. Records include speeches, press releases, public announcements and similar records.

##### **RETENTION**

Permanent

#### PUBLICATIONS

Any record, regardless of format, that is issued by a governmental entity for public distribution at the total or partial expense of that governmental entity, includes Annual Reports and Policies and Procedures Manuals.

#### **RETENTION**

Permanent

#### PUBLIC RELEASE FILES

These files contain a copy of each prepared statement or announcement issued for distribution to the new media. A press release may be a textual record or non-textual record such as a film or video sound recording.

#### **RETENTION**

Permanent

#### TELEPHONE MESSAGES

These are the actual incoming telephone messages received by an entity. They normally include date, time, names of person receiving and leaving message, and action request (e.g. return call, etc.)

#### **RETENTION**

Until administrative need ends

#### TRANSITORY CORRESPONDENCE

Incoming and outgoing correspondence, regardless of format or mode of transmission, related to matters of short-term interest. Transmittal correspondence between individuals, departments or external parties containing no final contractual, financial or policy information. This correspondence does not impact agency functions. When resolved, there is no further use or purpose.

#### **RETENTION**

1 year, or until administrative need ends, whichever is longer

#### TRANSITORY TRACKING RECORDS

These records document transitory transactions. Information tracks services rendered, movement of people, materials, and includes internet website visitor information.

#### **RETENTION**

Until administrative need ends

#### UNSUCCESSFUL GRANT APPLICATION FILES

These files document the rejection or withdrawal of grant applications. They include memoranda, correspondence, and other records relating to the decision to reject the grant proposal.



**RETENTION**

1 year after rejection or withdrawal

**WORKING FILES**

These records contain unique information in rough notes or drafts assembled or created and used to prepare or analyze other documents. The information adds proper understanding to the formulation and execution of policies, decisions, actions, or responsibilities.

**RETENTION**

1 year after project closed

**Schedule 2**  
**ATTORNEY RECORDS**

**ATTORNEY CORRESPONDENCE**

These are letters and emails to or from a city attorney regarding other record types, e.g., Civil Project Files.

**RETENTION**

1 year, or until attorneys' need ends, whichever is longer

**CIVIL COURT CASE FILES**

These case files document significant civil court cases in which the municipality is a party. They include official court records, including case number, party names, nature of case, pleadings, party memoranda and briefs, deposition transcripts, discovery, court orders and memoranda, and final adjudication of the case. They also include records that are not official court records, including attorney notes, client notes, and correspondence.

**RETENTION**

10 years after case adjudication and completion of post-adjudication and appeal processes for cases claiming \$10,000 or more in damages.

5 years after case adjudication and completion of post-adjudication and appeal processes for cases claiming less than \$10,000 in damages.

10 years after case adjudication and completion of post-adjudication and appeal processes for cases claiming no damages but equitable relief only.

(Note: the Utah Courts should be the permanent repository for the official court records.)

**CIVIL LIABILITY CLAIM FILES**

These files contain Notices of Claim filed with the City pursuant to the Governmental Immunity Act. The Notices of Claim allege City negligence and liability, and claim damages allegedly caused by acts or omissions of the City and its officers, agents, and employees. A Civil Liability Claim that results in a Complaint filed in Court becomes a Civil Court Case if the alleged damages exceed \$10,000.

**RETENTION**

5 years after resolution of the claim. (See Civil Court Case Files if the Claim File becomes a Case File)

**CIVIL PROJECT FILES**

These files contain a wide assortment of records concerning a project for which an attorney has made a file, including notes, memoranda, and research.

**RETENTION**

5 years after conclusion of project. Note: Legal Opinions are to be retained for 10 years

#### CRIMINAL CASE (MISDEMEANOR AND INFRACTION)

These records consist of case files in misdemeanor and infraction criminal cases screened by city prosecutors, whether or not a case is prosecuted in the District or Justice courts. They contain the case number, defendant's name, victim and witness information, criminal charges filed, court dates, plea or other adjudication, bond amount, and adjudication, whether by plea, judgement, verdict, or otherwise, and sentence. May also contain police records, offense reports, witness statements, subpoenas, summons, charging documents (e.g., citation, information) declination memoranda, motions, pleadings (e.g., memoranda and briefs), FBI and other law enforcement agency reports, photographs, pre-sentence reports, probation and sentencing recommendations, and attorneys' notes.

#### **RETENTION**

7 years after the year of the criminal episode resulting in the case file

#### INSURANCE POLICY FILES

These records are insurance policy contracts between the municipality and private insurers, and include property inventory and valuation schedules, insurance premium bids, requests for proposal, insurance proposals, proposal evaluations, insurance policies, endorsements, and similar insurance-related records.

#### **RETENTION**

15 years

#### LAND AND BUILDING VALUATION PROJECT FILES

These files contain evaluations of properties and structures within proposed projects. They are used to investigate projects' viability, determine costs, and negotiate for purchase of real property. The files may include the following:

- Appraisal reports and analyses
- Market and absorption reports and analyses
- Environmental reports and analyses
- Architectural, historical, geographic, cultural, and other reports and analyses

#### **RETENTION**

Permanent (may transfer to State Archives after 10 years)

#### LEGAL CASE INDEX

This is an index to civil and criminal case files showing case number, names of defendant, plaintiff, and other parties, case type, date filed and adjudicated, victim and witness names, adjudications, and any notations regularly maintained with the index.

#### **RETENTION**

Permanent (It is recognized that such indices are electronic, that vendors change, that not all product formats are compatible with each other, and that an index from one platform may not be importable to another.)

**LEGAL OPINIONS**

These are legal interpretations given by a city attorney or outside legal counsel at the request of governmental entities asking for guidance in enforcing, obeying, and/or interpreting the law. These do not include attorney suggestions, recommendations, or other memoranda or correspondence not containing a legal opinion.

**RETENTION**

10 years

**LIABILITY RISK MANAGEMENT CASE FILES (see CIVIL LIABILITY CLAIM FILES)**

**RISK MANAGEMENT RECOMMENDATIONS AND REPORTS**

Records documenting city inspections of city facilities for risk management and injury prevention purposes, and resulting recommendations and reports.

**RETENTION**

5 years after risk is mitigated

### **Schedule 3**

## **COMMUNITY DEVELOPMENT RECORDS**

### **BUILDING**

#### **BUILDING PERMIT FILES**

These permits are issued as official building authorization for a variety of actions (including construction, demolition, the installation of plumbing, electrical or mechanical equipment, the placement of barricades). The files may contain inspection requests, inspection reports, certificates of occupancy, and other pertinent information relating to the project. The files may also contain water source, sewer system, flood plain, and tank certificates.

#### **RETENTION**

Permanent

#### **BUILDING PERMIT REGISTERS AND INDEXES**

These records are a register or index of building permits within municipal boundaries. Information includes the type of license issued, applicant, address, and date.

#### **RETENTION**

Permanent

#### **CONSTRUCTION REPORTS**

These reports are a monthly summary of construction and demolition activity in terms of permits, cost, and housing units. They are created from information compiled from the permit invoices and show the comparison to the same month for the previous two years or other specified time frame. They are used for statistical analysis of current development trends. This information is submitted to both the U.S. Census Bureau, Utah Bureau of Economic and Business Research and other parties as determined or requested by the State of Utah.

#### **RETENTION**

2 years

#### **DEMOLITION CASE FILES**

These case files document municipal ordered and privately initiated demolitions of substandard and/or hazardous buildings. They are used for research and litigation purposes. They are usually arranged by address.

#### **RETENTION**

Permanent

#### **ENFORCEMENT CASE FILES**

These case files document housing and zoning complaints. They are used to document municipal actions concerning the complaints and for reference purposes.

#### **RETENTION**

5 years

### GENERAL PLAN MAPS

These maps document amendments to the land use for specific parcels within the city.

#### **RETENTION**

Permanent

### NONRESIDENTIAL BUILDING PLANS

These are the blueprints and specifications submitted by building contractors or owners when applying for a building permit for the construction of commercial, industrial, or apartment structures. The specifications are compiled by the architect for use by the contractor to complete detail work providing type, grade, brand of materials to be used, and general conditions which govern the methods to be employed. They also identify the temporary facilities, job cleanup, security, time limits, deadlines, and responsibilities of the architect, owner and contractor. They are used for determining code compliance and the enforcement of building codes. They are usually arranged by permit number or address.

#### **RETENTION**

7 years. For historical reasons, agencies must contact the Archives before the destruction of any building plans.

### PERMIT INDEX

These reference card files record the issuance of building permits, names of owner and contractor, address, and permit type. It is usually arranged numerically by permit number and serves as an index to the permit files.

#### **RETENTION**

Permanent

### PUBLIC BUILDINGS (MUNICIPAL AND COUNTY) BUILDING PLANS

These are the blueprints and specifications submitted by building contractors or government agencies applying for a building permit for the construction of government buildings. The specifications are compiled by the architect for use by the contractor to complete detail work providing type, grade, brand of materials to be used, and general conditions which govern the methods to be employed. They also identify the temporary facilities, job cleanup, security, time limits, deadlines, and responsibilities of the architect, contractor, and government agency. They are used for determining code compliance and the enforcement of building codes. The plans are usually arranged by permit number or address.

#### **RETENTION**

Permanent

### RESIDENTIAL BUILDING PLANS

These are the blueprints and specifications submitted by building contractors or owners when applying for a building permit for the construction of residential buildings. The specifications are compiled by the architect for use by contractor to complete detail work providing type, grade, brand of materials to be used and general conditions which govern the methods to be employed. They also identify the temporary facilities, job cleanup, security, time limits,

deadlines, and responsibilities of the architect, owner and contractor. They are used for determining code compliance and the enforcement of building codes. They are usually arranged by permit number or address.

**RETENTION**

1 year after completion of construction and final inspection.

**TANK APPLICATIONS AND PERMIT RECORDS**

These files contain applications received by the fire department and permits issued to individuals desiring to store flammable liquid or liquid petroleum. Permits are only issued after inspection and approval of tanks. They include an application form, permit, a sketch or diagram of location along with tank dimensions, and an inspection report.

**RETENTION**

6 years after final action

**UNAPPROVED TANK APPLICATIONS**

These are applications received by the fire department requesting a permit to store flammable liquid or liquid petroleum, but were denied after inspection. They include the application form and an inspection report indicating reasons for permit's denial.

**RETENTION**

2 years

**PLANNING AND ZONING RECORDS**

**ADOPTED MASTER PLANS**

These are comprehensive plans for municipal development adopted by the city planning commission. The plans serve as a guide for decision-making on rezoning and other planning proposals and as the goals and policies of municipalities attempting to guide land use in local jurisdictions. The plans include the planning commission's recommendations for the development of the territory covered by the plan, and may include, among other things: (a) a land use element; (b) a transportation and circulation element; (c) an environmental element; (d) a public service and facilities element; (e) a rehabilitation, redevelopment, and conservation element; (f) an economic element; (g) recommendations for implementing the plan, including the use of zoning ordinances, subdivision ordinances, capital improvement plans, and other appropriate actions; and any other elements that the municipality considers appropriate. The plan may also include maps, plats, and charts.

**RETENTION**

Permanent.

#### AERIAL PHOTOGRAPHIC MAPS

These are large aerial photographs of the municipality, used for informational purposes. The photographs are taken periodically to illustrate changes in development. The maps may include zoning boundary lines.

#### **RETENTION**

Permanent

#### APPEALS AND VARIANCE HEARING OFFICER CASE FILES

These case files document the activities of the Appeals and Variance Hearing Officer. They are used to document the cases and its decisions. They contain the original application, findings and order, correspondence, and any exhibits such as plot plans or elections.

#### **RETENTION**

Permanent

#### BOARD OF ADJUSTMENT CASE FILES

These case files document the zoning activities of the Board of Adjustment. They are used to document the cases brought before the Board of Adjustment and its decisions. They contain the original application; findings and order; correspondence, and any exhibits such as plat plans or elevations.

#### **RETENTION**

Permanent

#### CONDITIONAL USE PERMIT RECORDS AND INDEXES

These files document the application for conditional use permits. These permits allow for the construction of buildings on the condition that impacts on neighborhoods are mitigated. They include the original application, blueprint drawings, investigative reports, planning commission decisions, cash receipts, and related correspondence.

#### **RETENTION**

Permanent

#### OPEN MEETING AGENDAS, MINUTES, AND PUBLIC MATERIALS

Approved minutes of an open meeting are the official record of the meeting of a public body. Contained in or with the minutes shall be the substance of all matters proposed, discussed or decided and votes taken. This includes the agenda, notices, and any public materials distributed at the meeting.

#### **RETENTION**

Permanent

#### PLANNED UNIT DEVELOPMENT CASE FILES

These case files document the creation of Planned Unit Developments (PUDs) within the municipality. PUDs are owner-initiated projects requesting a variance from standard subdivision and zoning ordinances to allow for the concentration of residential units, office, commercial, or industrial facilities. The project plans must provide for recreational areas, clubs, and other types of facilities to service the community. The owners are given credit for land not inhabited to allow for the concentration of residential units in other areas. Zoning ordinances limit the number of



dwelling units per acre. The original proposal describes how the owner wants to build the project with detailed maps and diagrams showing types of buildings and density of structures (dwellings per acre). The case files include initial proposal, approvals or disapprovals, diagrams, final site plans, condominium conversions, and copies of minutes from the planning commission.

**RETENTION**

Permanent

**PLANNING AND CADASTRE RECORDS**

These geospatial records contain information pertaining to reference locations (or points on the earth) and planning and zoning information.

**RETENTION**

Permanent

**PLANNING STUDY REPORTS**

These are research-based reports completed in-house or by outside consultants on specific planning problems or conditions. They may be adopted as an amendment to the master plan. These reports provide needed information on specific issues (i.e., housing needs, transportation, geologic concerns). These reports may include recommendations and may be an extension of the master plan.

**RETENTION**

Permanent

**REZONING RECORDS AND INDEXES**

These files document approved applications to rezone property within the municipality. They contain the original application, review forms, maps of areas involved, investigative reports, copies of planning commission minutes, notice of hearings, copies of ordinances, and copies of City Council minutes.

**RETENTION**

Permanent

**SITE REVIEW PLANNING RECORDS**

These files document the regulatory review and approval of commercial and industrial site plans by various municipal departments. They contain an application of approvals, staff investigative reports and recommendations, cash receipts, site plans, and related correspondence.

**RETENTION**

Permanent

**STREET/ALLEY VACATING RECORDS**

These records pertain to the removal of a portion of the public right-of-way and deeding the property to the adjacent property owners. The records may include copies of petitions, investigative reports by city staff, planning commission minutes, the report form planning commission to City Council, City Council minutes, ordinances, and legal description.

#### **RETENTION**

Gets Recorded with Tooele County Recorder, then to City Recorder's Office for Permanent Retention

#### **SUBDIVISION REVIEW CASE FILES**

These case files document the developmental history of subdivision plans submitted to the planning commission for compliance review with applicable development ordinances and standards.

#### **RETENTION**

Permanent

#### **ZONING ORDINANCES**

These land use and development ordinances provide standards for development for land use and development within the municipality. They have been approved by both the planning commission and the City Council.

#### **RETENTION**

Permanent – City Recorder's Office

### **BUSINESS LICENSING RECORDS**

#### **ALCOHOL LICENSE APPLICATIONS**

These files contain completed applications for licenses for selling alcohol within city boundaries per local ordinances.

#### **RETENTION**

4 years

#### **BUSINESS LICENSE FILES**

These files contain information on all business licenses issued in the city. Excepting businesses determined by the State of Utah to be exempt from this requirement, all businesses are required to be licensed in the City of Tooele before conducting businesses within city boundaries.

#### **RETENTION**

Permanent

#### **BUSINESS PERMIT AND LICENSING RECORDS**

These records authorize an entity to conduct business within the consenting government's jurisdiction. Records include applications, certificate, registrations, permits, licenses, and related records.

#### **RETENTION**

3 years after expired

## **Schedule 4**

### **ECONOMIC/REDEVELOPMENT DEPARTMENT RECORDS**

#### **APPRAISAL PROJECT FILES**

These files contain evaluations of properties and structures within proposed projects. They are used to investigate project's viability, determine costs, and negotiate for purchase of real property. The files include financial assessments of the worth of real estate and buildings within proposed project areas. They may also include assessments of architectural and historical significance and condition of the involved structures.

#### **RETENTION**

Permanent

#### **BUILDING ILLUSTRATIONS**

These are working copies of maps of real property and drawings and diagrams of actual buildings. They are used during the early phases of redevelopment projects. When the projects become official, the maps and drawings become part of the project file.

#### **RETENTION**

4 years after final action

#### **CERTIFICATION FILES**

These files document the approval and certification process of all official redevelopment projects. They contain all documents necessary to certify a project including consultant's reports, a copy of the redevelopment plan, a report detailing reasons for the selection of the project area, a description of physical, social, and economic conditions in the area, a financial analysis of the project, consultant proposals, a plan detailing methods for the relocating of all families and persons in the redevelopment area, an analysis of the preliminary plan, a report with the planning commission recommendations, a blight survey, notices of hearings, copies of minutes of hearings, and copies of resolutions.

#### **RETENTION**

Permanent

#### **COMMUNITY DEVELOPMENT BLOCK GRANT ORIGINAL APPLICATION AND FINAL (ITEM 24-4) REPORT**

This is the original application and final report for projects funded under Community Development and Block Grant (CDBG) funds. These projects include both direct grants and regrants. Under the federal guidelines, agencies are required "to maintain records in sufficient detail to demonstrate compliance with the provisions" concerning affirmative action, labor, and environmental standards (24 CFR 570.611(f)1992)).

#### **RETENTION**

Permanent

#### COMMUNITY DEVELOPMENT BLOCK GRANT SUPPORTING FILES

These are the supporting documentation to the application and administration of projects funded under Community Development and Block Grant (CDBG) funds. These projects include both direct grants and regrants. They include reports, audits, certificates, maps and related correspondence. Under the federal guidelines, agencies are required "to maintain records in sufficient detail to demonstrate compliance with the provisions" concerning affirmative action, labor, and environmental standards (24 CFR 570.611(f)(1992)).

##### RETENTION

3 years

#### FAÇADE PROJECT FILES

These files document the regranteeing of funds received by the municipality to restore exteriors of architecturally important structures in project areas. These grants are totally funded grants made to individual property owners for separately assessed structures. The files include a work contract, photographs, and related correspondence.

##### RETENTION

Permanent

#### HOUSING AND URBAN DEVELOPMENT FINANCIAL RECORDS

These files document the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. These projects concern historic preservation, employment survey, and environmental review. They include financial reports, preliminary reports, and all other financial records (24 CFR 58 (1993)).

##### RETENTION

3 years

#### HOUSING AND URBAN DEVELOPMENT HISTORICAL PROPERTIES GRANT FILES

These files document the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. These granted fund projects deal with historic preservation, employment survey and environmental review. These files include copies of the plan, copies of the original grant, final report, resolution, copies of council minutes, and related correspondence (24 CFR 58 (1993)).

##### RETENTION

Permanent

#### RDA LITIGATION FILES

These files document lawsuits filed against the Redevelopment Agency concerning redevelopment projects. They contain related correspondence, research materials, copies of all official filings, (complaints, answers, judgements, etc.) copies of depositions, and attorneys' notes. Usually the city attorney maintains the record copy of all lawsuits.

##### RETENTION

Permanent

#### OWNER PROJECT FILES

These project files document both successful and unsuccessful negotiations and ongoing agreements for the purchase of property for redevelopment projects. The files include copies of agreements and related correspondence.

#### **RETENTION**

4 years after completion of project

#### PRELIMINARY PLAN REPORTS

These are reports required to be completed by the agency on proposed projects. The agency "may select one or more project areas comprising all or part of the proposed survey area and formulate a preliminary plan for the redevelopment or economic development of each project area in cooperation with the planning commission of the community" (UCA 17A-2-1206) (1997)). The plans must include a description of the boundaries of the project area containing a "general statement on land uses, layout of principle streets, population densities and building intensities and standards proposed as the basis for the development of the project area." The plans must also show how the "purposes of the act would be attained by such redevelopment" and "show how redevelopment conforms to the master or general community plan" (UCA 17A-2-1207 (1997)).

#### **RETENTION**

3 years

#### REDEVELOPMENT PLANS (NON-APPROVED

"The agency shall prepare or cause to be prepared a redevelopment plan for (each) project area" in accordance with the provisions of UCA 17A-2-1213 (1997). The agency is required to conduct examinations, investigations, and other negotiations regarding the plan. The plan "shall be consistent with the community's general plan, master plan, and other plans of the community involved in development or capital improvement programs affecting the project area." The agency shall "consult with the planning commission of the community in preparing a project area redevelopment plan" (UCA 17A-2-1213 (1997)). Approved plans become part of "Certification Files."

#### **RETENTION**

2 years

## **Schedule 5**

### **FINANCE DEPARTMENT RECORDS**

#### **BONDS AND BONDING RECORDS**

##### **BOND ANTICIPATION NOTES**

These are notes used by municipalities pursuant to an appropriation resolution for bonds in anticipation of payable ad valorem taxes and constitute a full obligation of the municipality, "the bond anticipation notes and the interest on them shall be secured by a pledge of the full faith and credit of the municipality" in "the manner and subject to conditions of the Utah Municipal Bond Act".

##### **RETENTION**

1 year after resolution of issue

##### **BOND ISSUE FILES**

These files document the implementation of significant municipal bonds (i.e., revenue or special bonds), but not general obligation bonds. These files include authorizations supporting financial data, contracts or sales agreements, destruction certificates, and sample copies of bonds sold as evidence of municipal indebtedness.

##### **RETENTION**

3 years after retired

##### **BOND REDEMPTION AND DESTRUCTION CERTIFICATES**

These are registers used to record the redemption of coupons for municipal bonds.

##### **RETENTION**

3 years after expiration of bonds and then file in Bond Issue Files

##### **BOND REGISTRATION FILES**

These are the issuing agent's copies of bond registration stubs.

##### **RETENTION**

3 years

##### **BONDS, NOTES AND COUPONS PAID FILES**

These are the actual bonds and coupons redeemed throughout the lifetime of the bond.

##### **RETENTION**

3 years

##### **COLLECTION CASE FILES**

These are case files that document all fines, penalties, and forfeitures for the violation of any ordinance, when collected, shall be paid into the municipal treasury within seven days after the collection date. They include various court filings, attorney's notes, and final judgment.

##### **RETENTION**

4 years

#### GENERAL OBLIGATION BONDS

These bonds constitute general obligations of the municipality, for the prompt and punctual payment of principal or interest on which the full faith and credit of the municipality are pledged. These issued bonds are not payable solely from revenues other than those derived from ad valorem taxes. The revenue derived from the sale of bonds shall be applied only to the purpose specified in the order of the municipal legislative body.

##### **RETENTION**

3 years after final action

#### MUNICIPAL REVENUE BONDS

These bonds are issued by the City Council payable solely from revenues attributable to the extension and improvement to revenue producing facilities.

##### **RETENTION**

3 years after being paid or cancelled

#### NOTARY BONDS

These are \$5,000.00 bonds that are required to be filed with and approved by the State Division of Corporations and Commercial Code for a term of four years.

##### **RETENTION**

3 years after expiration of bond

#### SPECIAL IMPROVEMENT BONDS

The governing body of the municipality levying the assessment, by ordinance or resolution, may authorize the issuance of special improvement bonds to pay costs of improvements in the district against funds created by the assessment.

##### **RETENTION**

3 years after final action

### **BUDGET RECORDS**

#### ANNUAL BUDGET

The budget is a plan of financial operations for a fiscal year which embodies estimates of proposed expenditures for given purposes and the proposed means of financing them. A copy of the final budget for each fund shall be certified by the budget officer and filed with the state auditor after adoption.

##### **RETENTION**

Permanent

#### BUDGET RECORDS

These records are used to document the intended appropriation of funds. Information may include budget requests, proposals, and reports documenting the status of appropriations, and assist in the preparation of department budget requests presented to the City Council.

##### **RETENTION**

4 years

## **FIXED ASSET RECORDS**

### **DISPOSITION OF CAPITAL ASSETS**

These are either forms or records completed by municipal agencies when municipal property is disposed of either by public auction, competitive bidding, or destruction. Includes date, department name, description of item, value, disposition method, and reason, condition, and approval signatures.

#### **RETENTION**

3 years after disposition of asset

### **FIXED ASSET LISTS**

These are listings of all municipal property (buildings and real estate), vehicles, equipment, and furniture. Includes description, cost, date purchased, location, name of vendor, and depreciation.

#### **RETENTION**

10 years

## **GENERAL ACCOUNTING RECORDS**

### **ACCOUNTS PAYABLE**

These records are used to pay municipal bills. They include copies of checks, invoices, purchase orders, purchase requisitions, and receiving reports. May also include correspondence with vendors and computer printouts.

#### **RETENTION**

4 years

### **ACCOUNTS RECEIVABLE**

These records consist of copies of accounts receivable prepared by municipalities to collect amounts owed by vendors, organizations, and citizens having accounts with municipal agencies.

#### **RETENTION**

4 years

### **ACCOUNTS RECEIVABLE INVOICES**

These are invoices billing non-municipal agencies or institutions for supplies, services, or repairs provided by an agency.

#### **RETENTION**

4 years



#### ANNUAL FINANCIAL REPORTS

These are statistical reports on the financial affairs of the entire municipality. Copies of the annual financial report shall be filed with the state auditor and shall be filed as a public document in the office of the city recorder.

##### **RETENTION**

Permanent

#### AUDIT REPORTS

These are reports prepared by external auditors examining and verifying the municipality's financial activities for the year. The audit required for any fiscal year shall be completed within six calendar months after the close of the fiscal year.

##### **RETENTION**

4 years

#### BANK DEPOSIT (PASS) BOOKS

These books record municipal savings accounts. They include amounts, description of transaction, date, current balance, name of bank, and account numbers.

##### **RETENTION**

4 years

#### BANK STATEMENTS

These are monthly statements showing the amount of money on deposit to the credit of the municipality showing date, name of bank total deposit, withdrawals, and cash balance with interest on daily bank balances.

##### **RETENTION**

4 years

#### BILLING ADJUSTMENT RECORDS

These records document adjustments made in utility billings for debit, credits, refunds, returned checks and abatements. They include customer's name and address, type of adjustments and justification, total amount changed, and authorizing signatures.

##### **RETENTION**

4 years

#### BILLING RECORDS

These records related to billing transactions and are used for audit purposes. They include accounts deleted, accounts transferred, routes billed, adjustments posted, reported balances, direct billing authorizations, adjustments, and other records related to utility billing functions.

##### **RETENTION**

4 years

#### BILLING REGISTER

This register is an itemized list of customer accounts. It includes name of customer, service address, meter reading, water usage water and other charges, payments, adjustments, prior balance due, and current balance due. The register is used for reference purposes.

##### **RETENTION**

4 years

#### CHECK COPY FILES

These are scanned or photocopies of checks issued and are maintained solely as a quick reference source. If documentation is attached see Accounts Payable.

#### **RETENTION**

1 year

#### CHECK REGISTER REPORT

These are multi-columnar records with chronologically arranged entries of checks. They usually include check numbers and amounts of debits or deposits per account.

#### **RETENTION**

4 years

#### CUSTOMER APPLICATION RECORDS

These are applications completed by customers requesting water, sewer, or electric service. They are used for billing purposes. The applications include customer's name, address, and telephone number; meter information, date and approval signature(s).

#### **RETENTION**

4 years

#### DAILY CASH REPORTS

These reports provide a daily record of cash balances, receipts, and disbursements.

#### **RETENTION**

4 years

#### DEPOSIT SLIPS

These are bank cashiers' slips showing the amount and date of deposit of monies into municipal accounts.

#### **RETENTION**

4 years

#### GENERAL LEDGERS

These are summaries showing the amount of receipts and disbursements of each department of the municipality. They may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries.

#### **RETENTION**

4 years

#### RECEIPTS

These are receipts issued for money received into municipal accounts from all sources. Includes date of payment, department, or fund to which money belongs, receipt number and amount paid.

#### **RETENTION**

4 years

**REFUND REQUEST**

These are forms signed by customers requesting a refund of monies paid to the municipality.

**RETENTION**

4 years

**SALES AND USE TAX RETURN FORMS**

These forms are required by the State Tax Commission to report quarterly sales tax and to remit the amounts collected and due to the state.

**RETENTION**

4 years

**STATE TREASURER'S ACCOUNTING STATEMENTS**

These are quarterly reports of monies deposited with an invested by the State Treasurer under the State Money Management Act. These statements are required by law. They include a deposit form, an account statement and an investment credit notice.

**RETENTION**

3 years

**STATE TREASURER'S DEPOSITS**

These are multi-copy deposit forms which accompany agency deposits to the State Treasurer's Office. These records also serve as a receipt of deposit.

**RETENTION**

3 years

**TRAVEL/PASSENGER REIMBURSEMENT FILES**

These files contain records relating to the reimbursement of employees for authorized travel. They may include travel orders, per diem vouchers, transportation request, hotel reservations, and all supporting papers documenting official travel by officers, employees, dependents, or others authorized by law to travel.

**RETENTION**

4 years

**UNCLAIMED CHECKS/WARRANTS**

These are unclaimed checks covering disbursements for municipal expenses. Includes check number, date, amount, purpose, and name of payee.

**RETENTION**

1 year and then transfer to the State Treasurer, Unclaimed Property Division

**WARRANT REGISTERS**

These registers are numerical listings of check numbers of all checks issued by the municipality. They include vendor number, name, date of payment, invoice number, and/or purchase number, account debit, description of expenditure, and amount.

**RETENTION**

4 years

WARRANT REQUESTS and CANCELLED REQUESTS

These are requests from municipalities to pay vendors. Also contains the manual documentation method of inputting data about cancelled warrants.

**RETENTION**

4 years

WARRANT/CHECKS – LOST and/or REDEEMED

Legal documentation explaining and justifying a lost warrant, so that a new one can be issued. Also contains the actual warrant or check cut from a warrant request.

**RETENTION**

4 years

**PUBLIC UTILITIES RECORDS**

METER BOOKS

These books record the readings of customer's water, sewer or electric meters by municipal employees. They are used for billing purposes. The books include name of employee reading meter, meter readings, date read, account number, billing code, final reading, reasons for turnoff, if meter was pulled or reinstalled, and meter charges.

**RETENTION**

4 years

METER REPAIR AND LOCATION FILES

These records document the installation, repair, and replacement of meters. They include address, work order number, date of initial installation, dates of testing and repair, and remarks.

**RETENTION**

4 years

ROUTE MAPS

These maps show sections of the municipality divided into routes for each day of the week for refuse collection. They include maps of city streets divided into collection routes.

**RETENTION**

Until superseded

**PURCHASING RECORDS**

INVOICES

These records document the procurement of goods and services for the municipality. They usually include the date, number of items received, descriptions of items, invoice number, purchase order number, vendor, unit and total price of goods. Invoices are usually part of the accounts payable files or purchase order files.

**RETENTION**

4 years

**PURCHASE ORDERS**

These are records authorizing the purchase of supplies or equipment by the municipality. They contain the name of the requesting agency, name of vendor, item, date ordered, delivery date, purchase order number, account charged, and authorizing signature.

**RETENTION**

4 years

**PURCHASE REQUISITION FILES**

These files contain requisitions for supplies and equipment for current inventory.

**RETENTION**

4 years

**TAX EXEMPTION RECORDS**

These records document the municipality's sales tax exemption for specific purchases. They include tax exemption certificates and related records.

**RETENTION**

4 years

**VENDOR LIST**

This is a list of vendors providing goods and services to the municipality. It usually includes names of vendors, addresses, telephone numbers, and descriptions of goods or services provided.

**RETENTION**

Retain until superseded

**VOUCHERS**

This is an official authorization to pay on a claim or bill. Includes name of department fund, check number, date, amount of claim, transmittal sheet number, and authorizing signature.

**RETENTION**

4 years

**SPECIAL ASSESSMENT RECORDS**

**NOTICES OF INTENTION**

The City Council shall give notice of its intention to make the improvements and to levy assessments to pay all or part of the costs of the improvements before a special improvement district is created.

**RETENTION**

2 years

#### PROTEST FILES

These are written protests by owners of property to be assessed in a special improvement district. The governing body hears protests and approves changes or cancels districts.

#### RETENTION

2 years

#### SPECIAL ASSESSMENT BOOKS

These books record the levy and assessment of special taxes. They contain extension number, address, plat or subdivision, block and lot numbers, name of owner, address, number of front feet, amount paid on principle, interest, when paid, total amount paid and principal interest.

#### RETENTION

Permanent

#### SPECIAL ASSESSMENT LEDGERS

These ledgers record the expenditures for taxes levied for special assessments. They include the year, month, disbursement, balance, warrants paid, balance credit, cash, and transfers.

#### RETENTION

3 years after final action

#### SPECIAL ASSESSMENT STATEMENTS

These statements are a validation of when taxes are paid. One copy is sent to the taxpayer and a copy is retained by the treasurer. They are used as a record of payments on the assessment and for audit purposes. The statements include name and address, treasurer's receipt number, block and lot numbers.

#### RETENTION

3 years after final action

#### SPECIAL TAX REFUND BOOKS

These books are used to record the payment of refunds for the overpayment of special taxes. They contain the name of special tax project, extension number, page number, owner, lot number, block number, plat or subdivision, number of front feet, refund per foot, date refunded and amount, total abatement refunds, revenue, and surplus for project.

#### RETENTION

3 years after final action

## **Schedule 6**

### **FIRE DEPARTMENT RECORDS**

#### **BUSINESS INSPECTION RECORDS**

These files document the fire inspection of all businesses and apartment buildings. They are used to determine compliance to fire codes for fire prevention purposes. They include correspondence, business license number, brief history of building, notices of violations, citations, inspection of reports, the amount of floor space, the number of rooms, square footage per room, room capacity, and various inspection forms.

##### **RETENTION**

Permanent

#### **DISASTER PLANNING FILES**

These files are used to prepare city-wide plans for action to address emergency conditions (e.g. fire, flood, earthquake, and other disasters). They include studies and evaluations undertaken by the municipality, and the completed disaster plan.

##### **RETENTION**

Retain until superseded by a new plan

#### **EQUIPMENT RUN LOGS**

These logs record information on each run (fire, medical, public assistance) and each apparatus used (ladder, engine, rescue unit) in each station. It is used to compile annual statistical reports for projecting future service, budget needs and planning for future liability. These logs include time of occurrence, address, run number, time in service, type of run, and equipment used.

##### **RETENTION**

2 years

#### **EVIDENCE LOG**

This is a log that shows the chain of possession of all evidence gathered by the fire department. The log begins when evidence is gathered and ends when evidence is returned or destroyed. A copy of the log usually becomes part of the investigative file.

##### **RETENTION**

4 years

#### **EXPOSURE REPORTS**

This report is completed when a fire fighter is exposed to toxic fumes, smoke, or chemicals during the course of firefighting. It is used to verify exposure in case of illness. It includes employee's name, position, station, address where injury occurred, occupancy type, date and time of exposure, incident number description of exposure, duration of exposure, symptoms present, date and signature of employee, and date and signature of supervisor.

##### **RETENTION**

30 years after separation

#### FATAL FIRE INVESTIGATION CASE FILES

These case files document all investigations into fires causing fatalities. They may include various report forms, interviews, photographs, newspaper clippings, and other information as necessary to undertake a complete investigation. See also Investigation Case Files.

#### **RETENTION**

Permanent

#### FIRE RUN REPORTS

These reports document each dispatched fire run. They are used for budget planning, summary reports, and litigation. They include identification number, incident number, alarm time, arrival time, incident type, action taken, cause of fire, address names of occupant and owner, telephone number, vehicles and crews responding, incident-related injuries or death information, name of officer in charge, and name and position of person completing report.

#### **RETENTION**

6 years

#### HOSE TEST REPORTS

These reports record tests required annually by fire departments of all fire hoses. They are used to determine whether hoses are in good working condition. They include test date, date previously tested, apparatus number, hose diameter, conditions found, service date, defects corrected, and officer's signature in charge of test.

#### **RETENTION**

2 years

#### INVESTIGATION REPORTS

These reports are completed daily and monthly on all fire investigations. They are used for investigative purposes and for identifying trends in arson incidents. They include date and time of investigations, fires investigated, cause of fire, whether arrests or convictions are made, time spent in court and/or special investigations, training received, flammable liquid and hazardous chemical incidents, tank inspections, consultations, and any special assignments completed. They may also include various report forms, interviews, photographs, newspaper clippings, and other information as necessary to undertake investigation.

#### **RETENTION**

6 years

#### PUMP TEST RECORDS

These files contain the results of tests conducted on pumping equipment. These annual tests are used to certify pumping capabilities and to check equipment for stability and endurance. They include apparatus number, date tested, station number, where tested, manufacturer's name and number, tests results, time taken, and remarks.

#### **RETENTION**

2 years after resolution of issue



#### TRAINING RECORDS

These are records documenting training that each fire fighter receives. It includes the name of fire fighter, badge number, date of training attended or conducted, certification received, where training was conducted, length of time (hours or days) of training, and date the training and/or certification expires.

#### **RETENTION**

Retain until separation

#### UTAH FIRE INCIDENT REPORTING SYSTEM (UFIRS) FORMS

These report forms are completed for each fire and are submitted to the State Fire Marshal. The information is then submitted by the State Fire Marshal on computer tape to the Federal Emergency Management Agency (FEMA). The information is maintained permanently by FEMA.

#### **RETENTION**

6 years

### **EMERGENCY MANAGEMENT**

#### DISASTER PLAN/PLANNING RECORDS

Disaster plans for records and office operations ensure that essential government functions continue to be performed following natural disaster, accidents, technical, or attack related emergencies. Information includes plans for restoring operations and protecting facilities and resources. Disaster recovery training materials may be included. These files may also include studies and evaluations undertaken by the municipality and the completed disaster plan.

#### **RETENTION**

Until superseded by a new plan

## **Schedule 7**

### **HUMAN RESOURCE RECORDS**

#### **ACCIDENT REVIEW COMMITTEE FILES**

These records document the actions of the Accident Review Committee, which is an internal staff committee. Includes agenda, informal minutes, and vehicle incident reports.

##### **RETENTION**

2 years

#### **BACKGROUND INVESTIGATIONS OF APPLICANTS & EMPLOYEES**

These records document the actions and results of background reviews and investigations of applicants and employees. The records may contain documentation of reference checks, employment verifications, and verification and qualifications. They also include criminal history reports furnished to Tooele City for background investigation purposes, driver records, sex offender records, and reference letters.

##### **RETENTION**

3 years after the date of hire, or 1 year after the date employment ends, whichever is later

#### **DRUG TEST NEGATIVE RESULTS**

This screening test is used as a pre-employment screen, post-accident screen, and for random screening of employees, the results of which are found to be negative. The records contain the name, date, type of test, substance for which the medical facility tested and test results.

##### **RETENTION**

1 year

#### **DRUG TEST POSITIVE RESULTS**

This screening test is used for applicants, as a pre-employment screen, post-accident screen, and for random screening of employees. If test is positive employment offer is withdrawn or disciplinary action is taken for employees. The records contain the name, date, type of test, substance for which the medical facility tested and test results.

##### **RETENTION**

5 years and then destroy provided it is transferred to personnel file if disciplinary action is taken

#### **EMPLOYEE APPEAL OF DISCIPLINARY ACTION FILES (Adverse Action)**

These are files and related records created in reviewing disciplinary or non-disciplinary removal, suspension, leave without pay, or reduction in force.

##### **RETENTION**

3 years after employee completes an acceptable performance review

#### **EMPLOYEE ACQUISITION RECORDS AND GENERAL RECRUITMENT FILES**

Records related to the recruiting and hiring of employees, job announcements and related documents, including applications and other documents of candidates not hired. This also includes pre-employment tests and promotional test documents, such as records of specific

municipal positions or promotions and include date, position tested for, name, actual test questions and applicants' answers and scores. The resume and application of hired individuals are part of the Employee Personnel File.

**RETENTION**

2 years from application

**EMPLOYEE ASSISTANCE PROGRAM RECORDS**

Records documenting the frequency and other statistical information relating to the number of employees using the Employee Assistance Program (EAP) vendor. This record contains statistical reports submitted by the vendor but does not contain names or other personal information on individual employees.

**RETENTION**

1 year

**EMPLOYEE CONFIDENTIAL FILE**

Any employee documentation that contains protected and confidential information not retained in the Employee Personnel File, such as employee's beneficiaries, insurance enrollment and change forms (medical, dental, life, vision, disability insurance). May also include medical work notes, medical and prescription information, fitness for duty medical records, work-related medical exams such as vision and immunization, FMLA and other emergency leave, accommodation files related to disability, religion, genetics, or pregnancy. Also includes 401K change forms, COBRA notices, and retirement benefit documents.

**RETENTION**

65 years from date of employment, if benefit-eligible, or 3 years after retirement or death, then destroy. If employee is non-benefit eligible, retain for 1 year after termination, retirement, or death and then destroy.

**EMPLOYEE PERSONNEL FILE – REGULAR/APPOINTED/ELECTED STATUS EMPLOYEES**

This is an employment history which documents An employee's application, appraisals, correspondence, credential files, letters of recommendation, pay, personnel action forms, work performance, discipline, training certificates, evaluation forms, employee separation record, including all records necessary to calculate benefits. Final actions taken as a result of disciplinary action or grievances are included in this schedule. Health records are PRIVATE and should be kept in a separate confidential employee file.

**RETENTION**

65 years from date of employment, if benefit-eligible, or 3 years after retirement or death, then destroy. If employee is non-benefit eligible, retain for 1 year after retirement or death and then destroy. Health records are PRIVATE and should be kept in a separate confidential file.

**EMPLOYEE PERSONNEL FILE – COINTINGENT EMPLOYEES (TEMPORARY, SEASONAL, CYCLICAL, AND ON-CALL) STATUS EMPLOYEES**

These are files maintained on contingent status employees (temporary, seasonal, cyclical, and on-call) who were not provided benefits by the governmental entity. This is an employment history which documents an employee's application, appraisals, correspondence, credential files, letters of recommendation, pay, personnel action forms, work performance, discipline,

training certificates, evaluation forms, and employee separation records. They do not include personnel records created for specific federal programs.

**RETENTION**

1 year after separation.

**EMPLOYEE PERSONNEL POLICY AND PROCEDURES MANUAL**

These are records documenting the formulation and Council adoption of Tooele City Personnel Policies & Procedures collectively called the Tooele City Personnel Policies & Procedures Manual.

**RETENTION**

Permanent

**EMPLOYEE TRAINING FILES**

These files document course availability and municipal employee participation in training programs sponsored by the municipality, other government agencies, and non-governmental institutions. They include correspondence, reports, participant lists, and other items. The actual training certificates and transcripts are filed in employees' personnel files.

**RETENTION**

Retain until separation

**EMPLOYMENT ELIGIBILITY VERIFICATION (FORM I-9)**

This document is used to verify employment eligibility in the United States. The I-9 form, employment eligibility verification, is required by employers to comply with the United States Department of Homeland Security, Citizen and Immigration Services.

**RETENTION**

Only when an employee stops working for you should you calculate how much longer you must keep their Form I-9. Federal regulations state you must retain a Form I-9 for each person you hire for 3 years after the date of hire, or 1 year after the date employment ends, whichever is later.

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCRIMINATION COMPLAINT CASE FILES**

These files document official discrimination complaints received and resolved by the municipality. The files contain complaints, related correspondence, reports, exhibits, withdrawal notices, copies of decisions, records of hearing and meetings, and other records.

**RETENTION**

4 years after case is closed

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM FILES**

These files document the adoption and administration of municipal programs under the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972. The files include program correspondence, program plans, reports, and may include anti-discrimination committee meeting records and reports.

**RETENTION**

Permanent

#### EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTS

These reports are required to be filed with the Equal Employment Opportunity Commission (EEOC) in accordance with the provisions of Title VII and the Americans with Disabilities Act. They include statistical information on employees hired, rehired, and terminated.

##### **RETENTION**

2 years

#### EQUAL EMPLOYMENT OPPORTUNITY (EEOC) STATISTICS FILES

These files contain employment statistics and statistical reports relating to race and gender. It may include EEO-4 Reports and Equal Opportunity Plans prepared for government grants.

##### **RETENTION**

Permanent

#### GASB RETIREE BENEFIT FUNDING REPORTS FOR OPEB LIABILITY

This report may be maintained by the Human Resource or Finance office. Other post-employment benefits (OPEB) are the benefits, other than pension distributions, that employees may begin to receive from their employer once they retire. Other post-employment benefits can include life insurance, health insurance, and deferred compensation. These benefits are also referred to as "other post-retirement benefits." The GASB Retiree Benefit Funding Report for OPEB Liability is an analysis and report prepared by an actuary and calculates the employer's share of the actuarial present value of projected benefit payments attributed to past periods of employee service in accordance with government accounting standards.

##### **RETENTION**

5 years

#### GRIEVANCE

Initial documentation responding to employee grievances that result in any type of investigation for possible personnel or administrative action. This also includes records under Tooele City's formal grievance process.

##### **RETENTION**

3 years after case is closed

#### INTERNAL EMPLOYEE INVESTIGATION FILES

Initial documentation responding to employee complaints, reports of misconduct, violation of law or City policy, or similar workplace infraction. This may include records of investigation proceedings and final reports. Disciplinary action taken in response to internal employee investigations are retained in the Employee Personnel File.

##### **RETENTION**

7 years after separation and then destroy records, OR retain for 7 years after case is closed, and then destroy.

#### MEDICAL, DENTAL AND OTHER INSURANCE PROPOSALS OR SELECTION

Contains information used for cost analysis of insurance programs.

##### **RETENTION**

4 years

#### POSITION ANALYSIS RECORDS

These records are used to create new job positions or update existing positions. Information includes job description and analysis, salary, justification, and related records.

##### **RETENTION**

3 years after superseded

#### PRE-EMPLOYMENT HEALTH RECORDS

These health records document pre-employment physicals for municipal positions, which provide the baseline health data on municipal employees who qualified for the specific positions, particularly for police and fire department positions.

##### **RETENTION**

30 years

#### PRE-EMPLOYMENT TESTS/PROMOTIONAL TESTS

These are required of applicants for specific municipal positions or promotions and include date, position tested for, name, actual test questions and applicants' answers and scores.

##### **RETENTION**

2 years

#### RETIREMENT RECORDS

These files contain enrollment, correspondence, and other records used to assist employees or survivors.

##### **RETENTION**

65 years for benefit eligible employees, and 1 year from separation if certification of ineligibility was made online with the Utah Retirement System

#### SALARY AND WAGE SURVEYS

These are salary survey reports on various municipal positions and are used to compare salary ranges. Contains wage survey reports, data and analysis, and development of specific rates.

##### **RETENTION**

Retain until superseded, and then destroy records

#### VERIFICATION OF EMPLOYMENT

These records relate to requests from outside agencies to verify the employment of a current or former employee and Tooele City's response. This may include documents related to verification of income for loans, verification of driver records for Commercial Drivers, verification of income for government assistance, and background investigation from future employers.

##### **RETENTION**

1 year

#### VOLUNTEER FILES (NO BENEFITS)

These are records maintained on volunteers which were provided no stipends, allowances, nor benefits by the City. These records often contain volunteer applications or similar interest letters, personal contact information, emergency contacts, scope of volunteer services and activities, time and attendance records, training certificates, and background check information

such as reference, criminal history records, driver records, and sex offender records. Does not include records of compensable service workers doing service under any court-ordered program.

**RETENTION**

1 year after separation

**VOLUNTEER FILES (PROVIDED BENEFITS)**

These are records maintained on volunteers which were provided benefits. Primarily this includes Volunteer Firefighters. These records often contain volunteer applications or similar interest letters, status changes, insurance enrollment forms, beneficiary forms, and statements of benefits prepared for the volunteer.

**RETENTION**

65 years from date of separation, or 3 years after retirement or death

**WORKERS COMPENSATION CLAIM FILES AND ON-THE-JOB INJURIES**

These are files containing claims for on-the-job injuries or job-related disabilities under the Workers' Compensation Act. It also contains records of on-the-job injuries not filed with workers compensation.

**RETENTION**

10 years after case is closed

**PAYROLL RECORDS**

**DIRECT DEPOSIT FORMS**

These are records of employee instruction and authorization to deposit payroll to their financial institution. It may also include rejection notices from financial institutions.

**RETENTION**

Until superseded or 1 year after termination of employment

**EMPLOYEE WAGE HISTORY RECORDS**

These records document employee cumulative salary for employees needed for retirement purposes. Information includes employee details, department and position information, earnings, exemptions, deductions, and related records.

**RETENTION**

65 years

#### GARNISHMENT RECORDS

These are records of garnishments or levies for debts owed by employees which are attached to employees' earnings.

##### **RETENTION**

3 years after resolution

#### PAYROLL DOCUMENTS

Individual employee W-4 documents, W-2 documents, direct deposit authorization, insurance benefit deductions.

##### **RETENTION**

4 years

#### PAYROLL PAYABLES

These are records related to monies paid for taxes, insurance premiums, and other payroll-related liabilities. Information may include invoices, expenses, reconciliation reports, check statements, and related accounting records.

##### **RETENTION**

4 years

#### PAYROLL POST PROCESSING RECORDS

This schedule is for payroll reporting. Each payroll period is closed out when disbursement information is verified using payroll reports.

##### **RETENTION**

7 years

#### PAYROLL PROCESSING RECORDS

These records verify compensation data for each employee, including salary, hourly rate and type of pay. Deductions are confirmed in processing payroll before employees are paid.

##### **RETENTION**

3 years

#### RETROACTIVE PAY REQUESTS FOR EMPLOYEES

Records which document requests for retroactive payments to employees, such as when a pay increase was not made in a timely manner. Information includes name, effective date, number of hours and new hourly rate. These records are kept for audit purposes.

##### **RETENTION**

3 years

#### QUARTERLY WAGE LIST REPORTS

These are reports submitted quarterly to the State Department of Employment Security. They include the quarterly wage list (the name and address of employer, registration number, quarter ending date, employee social security number, name of employee, hire date of new employees, and total wages for quarter, the reimbursable employment, payrolls, and new hires report form (name and address of organization, non-insured workers, individual amount for the first, second, third and fourth quarters, insured workers' names, telephone number, and department of person completing form).



**RETENTION**

4 years

**TIMEKEEPING RECORDS**

Information regarding hours worked, paid or unpaid permitted absence from work for family emergency, sickness, personal time, vacation, or other reasons as outlined by policy are included in this schedule.

**RETENTION**

3 years

**W-4 INCOME TAX WITHHOLDING CERTIFICATES**

Records of withholding tax allowances completed by employees which certify the withholding tax status of the employee and any additional withholding from their paycheck.

**RETENTION**

4 years

**WAGE SURVEY FILES**

These files contain wage survey reports and data; working papers and related correspondence pertaining to area wages paid for each employee class; background papers establishing need, authorization, direction, and analysis of wage surveys; development and implementation of wage schedules; and development of specific rates (excluding authorized wage schedules and wage survey recapitulation sheets).

**RETENTION**

5 years, or as replaced

**TREASURER RECORDS**

**BANK AUTHORIZATION RECORDS**

These are records that document the opening and closing of the City's bank, credit, and other financial accounts. They also include documentation of authorized check signers.

**RETENTION**

5 years, or as replaced

**DEPOSIT AND INVESTMENT (D&I) REPORT (ALSO KNOWN AS MONEY MANAGEMENT REPORTS OR PUBLIC TREASURER'S REPORTS)**

This record is a report prepared on a semi-annual basis that give a concise listing of the value of Tooele City's financial deposits, investments, bank accounts, money market accounts, or state pool accounts as required by the Utah Money Management Act.

**RETENTION**

5 years

## **SCHEDULE 8**

### **INFORMATION TECHNOLOGY (IT)**

#### **EXECUTIVE CORRESPONDENCE**

Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, that provides unique information relating to the functions, policies, procedures or programs of the municipality. These records document executive decisions made regarding the municipality's interests. Executive decision makers may include the Mayor, Department Heads, or other internal administrators as identified by the Mayor's Office.

#### **RETENTION**

7 years

#### **JUNK, COMMERCIAL PUBLICATIONS, DRAFTS, PERSONAL CORRESPONDENCE EMAILS, AND TRANSITORY CORRESPONDENCE**

These types of email include things like calendar updates, invites, and reminders. These are not considered records and should be deleted as soon as no longer needed. Employees should unsubscribe from irrelevant publications.

#### **RETENTION**

Delete as soon as no longer needed

#### **PROGRAM AND POLICY DEVELOPMENT EMAILS**

These records are created by executive decision-makers to document the establishment and dissemination of agency programs, policies, and procedures.

#### **RETENTION**

Permanent

#### **ROUTINE ADMINISTRATIVE CORRESPONDENCE EMAILS**

These types of email include document things like actions taken, work accomplished, and transactions made. These emails are not policies but are routine for your job duties.

#### **RETENTION**

3 years

#### **EMPLOYEE ACCESS BADGE READS**

These are the records of employees using their badge to enter City buildings or secure areas within City buildings.

#### **RETENTION**

90 days

#### **SURVEILLANCE VIDEO FOOTAGE**

These are images captured by video surveillance used on City-owned property.

#### **RETENTION**

30 days

**USER NETWORK SHARES**

This refers to the personalized network share (V: drive) that each employee of the city (that has a network login) has which contains the employee's City-owned data. City-owned data used by an employee must be stored in this location as per City policy.

**RETENTION**

2 years after employment ends

**USER PROFILES**

This refers to both Active Directory and Exchange profiles. Employees of the City receive user profiles, which allows them to access the network and send emails. These profiles are City property.

**RETENTION**

2 years after employment ends

## **SCHEDULE 9**

### **LIBRARY RECORDS**

#### **CIRCULATION RECORDS**

These are records of all library materials checked out from the library system. They may be automated or manual systems. The information includes the item title, identification number (barcode number), date item due, patron name and library card number.

##### **RETENTION**

Until administration need ends and then destroy

#### **CIRCULATION STATISTICAL REPORTS**

These are monthly statistical reports on the numbers and types of library materials checked out. They are used for future planning. They include the number of items checked out by type, number of library cards issued, and monthly totals.

##### **RETENTION**

1 year

#### **HOLDINGS CATALOG**

This catalog serves as a finding aid for library users in locating library materials currently in library collection. Manual card catalogs have been replaced in many libraries with on-line catalogs. These catalogs are constantly being updated as materials are added and withdrawn. The information includes call number, author, title, publisher, number of copies, date, and subject headings. Computer catalogs also include number and status of copies (on shelf, checked out, and date due).

##### **RETENTION**

Until administration needs ends and then destroy

#### **INTERLIBRARY LOAN RECORDS**

These records document the lending and borrowing of library materials through the interlibrary loan network. They include interlibrary loan forms, computer searches, related correspondence and memoranda. The interlibrary loan forms include patron's name, address, telephone number, description of material being requested (author, title, publisher, publication date), a signed statement indicating patron willing to assume costs for borrowing material, status indication (overdue, lost, out-of-print), indication of search strategy, date material provided, and date material to be returned.

##### **RETENTION**

Until final action and then destroy

### LIBRARY COMPLAINTS

These records document complaints received and actions taken concerning library services including programming and material selection policies. They include complainant's name, address, and telephone number, date, explanation of complaint, and related correspondence.

#### **RETENTION**

1 year after resolution of issue

### LIBRARY OPERATION POLICIES

These are policies adopted by the Library Board concerning all library operations including material selection. The policy adoptions are documented in the Library Board's minutes. The information varies by policy, but include policy title, purpose, and adoption date.

#### **RETENTION**

Permanent

### LIBRARY SERVICES AND TECHNOLOGY ACT (LSTA) GRANT FILES

These records document the expenditure of monies and the operation of Title I, II, and III programs funded through the Library Services and Technology Act (1995) grants, which are re-granted by the Utah State Library Division to public libraries (20 USC 72 (2010)). The grants are used to implement or update programs for literacy, institutional development, inadequate services or library construction. Grant records include some or all of the following: application and supporting materials, budget revisions, quarterly reports, final summary and evaluation reports, statistical reports, audit reports, deposit slips, invoices and bills, and publicity. The State Library Division retains Title I and III grant records for 7 years, Title II grant records for 20 years.

#### **RETENTION**

7 years after expiration of contract

### PATRON REQUESTS

These are library patron requests. They may be either requests for library materials, such as requests for materials currently checked out or to add new materials to the library collection, or they may be requests to use library owned equipment such as computers and listening stations. Materials requests may include library and number, patron's name, address, telephone number, and signature, as well as information about the requested library material. Equipment usage requests may additionally include information about the use of computers or other equipment such as date and time used, internet sites visited, or terms of use.

#### **RETENTION**

1 year or until request is filled

### PLANNING AND EVALUATION STUDIES

These studies are undertaken periodically to identify library service needs. They include user, community and other evaluation studies. They are used for planning future services. The studies may include responses to patron surveys, demographic information, circulation statistics, and collection development studies.

#### **RETENTION**

Permanent

#### REGISTRATION RECORDS

This registration card is completed by patrons applying for a library card. This information is frequently computerized and is used for the checkout of library materials, monitoring of overdue books, fines and fees, and for the on-going verification of address and telephone number.

Some libraries issue library cards for a specified period while other library cards never expire if used on a regular basis. Non-expiring library cards normally become inactive after one year of nonuse. The card may be retained for verification purposes. The card includes patron name, home and business addresses and telephone numbers, application date, and birthdate.

#### RETENTION

1 year after expiration or becoming inactive

#### STRATEGIC PLANS

These are strategic goals and plans adopted by the Library Board to guide the development of the library. The plans are adopted periodically (every 3-5 years). Goals are adopted both on a long- and short-term basis. They include statements regarding the library's role, plans for the development of various library operations, and goals to achieve the plans.

#### RETENTION

Permanent

## **SCHEDULE 10**

### **PARKS AND RECREATION RECORDS**

#### **CLASS ROLLS**

These sheets record participation in recreational programs sponsored by the municipality (e.g., crafts, nutrition, exercise). They include program or activity title, date, and participant's name.

##### **RETENTION**

1 year

#### **CONSTRUCTION PROJECT FILES**

These project files document the actual construction for park development, park renovation, and other recreational facility improvements. They are used for reference while projects are in progress and after completion. They include final drawings of all park/recreational facility development projects along with specifications, as-built construction drawings, and related correspondence. They may also include property acquisition records including original deeds.

##### **RETENTION**

Permanent

#### **MAINTENANCE COMPLAINTS**

These files contain a record of complaints or requests received from the general public concerning municipal parks and recreational facilities. They are used to verify that action was taken to resolve issues. They include date, name, telephone, and address of requesting person; type of request; and comments of foreman handling request.

##### **RETENTION**

2 years after resolution of issue

#### **RECREATION PROGRAM FILES**

These program files document specific municipally sponsored recreation programs. They are used for reference in developing future programs. They include flyers of specific programs, reservation records, and copies of receipts for fees paid. They also include an accounting of participants and receipt numbers.

##### **RETENTION**

2 years

#### **RECREATIONAL ACTIVITY RELEASE RECORDS**

This form is completed by individuals participating in municipal recreational activities. It is used to verify that participants have released all rights and claims for possible injuries in municipal recreational activities. They include individual's name, team name, sport, date, medical insurance company, and signature.

##### **RETENTION**

2 years

#### RECREATIONAL EQUIPMENT RECORDS

These records document recreational equipment (i.e. softball, volleyball, cleanup tools) and tools loaned in connection with reserved park areas and other recreational facilities. They are used to maintain a record of location of equipment. They include name of group, name, address, telephone number of persons picking up equipment, date of issue, reservation date, date of return, location reserved, quantity and equipment picked up.

##### **RETENTION**

1 year

#### RECREATIONAL FACILITY FILES

These files document each municipal recreational facility (i.e., parks, golf courses, community buildings). They are used to maintain a record of construction and renovation projects in each facility for historical and informational purposes. They may include correspondence, architectural drawings, contracts, specifications, newspaper clippings, histories of individual facilities, safety reports, and photographs.

##### **RETENTION**

Permanent

#### RECREATIONAL FACILITY MAPS

These maps document the layout of all parks, recreational facilities, and golf courses. They are used for planning purposes.

##### **RETENTION**

Permanent

#### REGISTRATION RECORDS

These forms are used to register for municipal recreational programs. They include registrant's name, address, and telephone number, program name and date(s), parent's/guardian's name if registrant is a minor, and a signed liability waiver statement.

##### **RETENTION**

2 years

#### RESERVATION RECORDS

These files contain the actual request forms submitted by the general public. They are used as a record to schedule park facilities and/or sports facilities (e.g., baseball, softball, football, soccer). The files include date of request, name of group, number of people, name, address, and telephone number of requesting person, area and park requested, time, date, and amount paid.

##### **RETENTION**

1 year

#### SPECIAL EVENT PERMITS

These applications are completed by persons requesting permits to hold special events (i.e., film crews, races, parades) on the municipal right-of-way. They include application number, event type and description, sponsoring group, name, admission fee, event date, event times, promotional agency name, contact person's name, address, and telephone number, proposed location or route, whether a fee waiver is requested, estimate number of participants and



spectators, authorizing signature and date, date to appear on city council agenda, police department's and local health department's recommendations, decision, and authorizing signatures.

**RETENTION**

1 year

**SPORTS TEAMS RECORDS**

These records document the sponsorship of adult and/or youth team sport activities (e.g., baseball, basketball, volleyball, soccer softball). They include information on teams, participants, and sponsors, regular play schedules, and tournament schedules.

**RETENTION**

Permanent

**SUPERVISOR'S DAILY/WEEKLY REPORTS**

These report forms are compiled daily or weekly by each crew supervisor. They are used for budget planning and developing future plans. They include date, crew name, purpose of job, list of crew members, hours worked, pay amount per hours worked, total cost of labor, equipment used, and amount of rental equipment.

**RETENTION**

1 year

**TICKET STUBS**

These are ticket stubs for events held at municipal recreational facilities collected at the gate and later compared to ticket sales. They are used for verification or a check on the attendance numbers at ticketed events. They include ticket number.

**RETENTION**

1 year

**CEMETERY RECORDS**

**CEMETERY RECORDS**

These records may include permission to inter, perpetual care deeds, transfer affidavit and proof of purchase. The documents include name of owner, cemetery spaces, purchase price/transfer and date.

**RETENTION**

Permanent

#### RECEIPT BOOKS

These are receipts issued for money received for burial lots, deeds, and lot sales. They are used to record money generated by the cemetery. They include date, receipt number, name of person making payment, amount received, fees involved, credits, cash sales, and may include the address of person making payment.

#### **RETENTION**

Permanent

### **MAINTENANCE RECORDS**

#### AMERICANS WITH DISABILITIES ACT RECORDS

These records document compliance with the Americans with Disabilities Act (ADA). They include surveys of municipal buildings to determine accessibility for the physically handicapped, federal regulations, proposals for implementing the act, correspondence, resolutions, and solutions to access problems.

#### **RETENTION**

15 years

#### AS-BUILT CONSTRUCTION PLANS AND SPECIFICATIONS

Final plans and specifications for approved and constructed buildings, facilities, roads and bridges. Documents construction of new buildings or facilities as well as renovation of owned buildings and rented buildings.

#### **RETENTION**

Permanent

#### BUILDINGS AND GROUNDS MAINTENANCE LOG

This log records all repairs made to municipal buildings and grounds. It is used to verify that repairs were made.

#### **RETENTION**

3 years after completion of repairs

#### EQUIPMENT MAINTENANCE AND REPAIR RECORDS

These are records of service repair and maintenance of municipal equipment.

#### **RETENTION**

2 years

#### SPACE UTILIZATION REPORTS

These are reports on the amount of floor space in municipal buildings. They are used for planning purposes. The report includes number of rooms, square footage per room, and room capacity.

#### **RETENTION**

Until superseded or obsolete

## **SCHEDULE 11**

### **POLICE DEPARTMENT RECORDS**

#### **ACCIDENT REPORTS**

These files document traffic accidents investigated by the police department. The report usually includes complete information on all cars and drivers involved in the accident, accident location, damage, accident causes, date and time, accident diagram, description, and weather conditions. The original report is sent to the State Department of Public Safety if damage exceeds \$1,500, or injury or death occurs (UCA 41-6a-402 (2007)) and is maintained for seven years.

#### **RETENTION**

3 years

#### **ADMINISTRATIVE CORRESPONDENCE**

Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, created in the course of administering agency functions and programs.

Administrative correspondence documents work accomplished, transactions made, or actions taken. This correspondence documents the implementation of agency functions rather than the creation of functions or policies. Business-related correspondence, including email that is related to a core function with an associate retention schedule should follow that associated schedule.

#### **RETENTION**

3 years

#### **AGENCY HISTORY RECORDS**

These records document the organization and reorganization of governmental entities.

Information includes history, functional information, geographical boundaries, organizational files and related records.

#### **RETENTION**

1 year, then send to Recorder

#### **ANNUAL OR OFFICIAL REPORTS**

These are official reports summarizing activities and accomplishments of a governmental entity or program which are produced and distributed regularly. They may include statistics, narrative reports, graphics, and diagrams.

#### **RETENTION**

Permanent

#### CHEMICAL ANALYSIS RECORDS

These are records of individuals who have been chemically tested for suspicion of or arrested for driving under the influence of alcohol or drugs. They usually include the chemical analysis reports which show subject, date, case number, time test taken, testing officer, instrument serial number, and test results (UCA 41-6a-515 (2005)). Usually these tests are part of the case file/accident report and are filed by the case number. A copy is frequently attached to the arrestee's criminal history file.

##### **RETENTION**

3 years after final action

#### COMPLAINT INVESTIGATION FILES

Documentation of complaints that result in an investigation of an employee regardless of the disposition or outcome.

##### **RETENTION**

7 years after separation, or 7 years after case is closed.

#### CONFERENCE SPONSORSHIP FILES

Records created by an agency sponsoring a conference, workshop, or seminar. Information may include copies of conference agenda, programs, brochures, reports advertising information for the conference, presentations, speeches, significant correspondence, and related material.

##### **RETENTION**

Permanently

#### CRIME ANALYSES FILES

These files were created to anticipate, prevent, or monitor possible criminal activity. They include crime patterns, analyses of particular crimes, and information on potential problems, and forecasts.

##### **RETENTION**

2 years or resolution of issue

#### CRIMINAL HISTORY DISSEMINATIONS LOG

These logs document the dissemination of criminal histories and other law enforcement information to other agencies or criminal information systems.

##### **RETENTION**

3 years

#### CUSTOMER REQUEST OR COMPLAINT

These records document customer complaints or requests for service received and answered by the governmental entity. Information includes requester or complainant details, description of the request or problem, and actions taken by the agency. Dispatched calls for service and complaints against officers are not included in this schedule.

##### **RETENTION**

3 years

#### DISPATCH AND PATROL RECORDS

Records document the actions of dispatch and law officers on duty. May include audio recordings, dashboard-mounted cameras and body-worn cameras not part of a larger case file.

##### **RETENTION**

Destroy after resolution of issue

#### DUI (DRIVING UNDER THE INFLUENCE) REPORTS

These reports are a three-part state form used for reporting persons arrested for driving under the influence of alcohol (DUI). The original is sent to the Driver's License Division of the Department of Public Safety within ten days after the date of arrest and service of notice (UCA 53-3-223 (5) (2011)). The report is filed by case number and by arrestee's name, and sometimes is part of the case file.

##### **RETENTION**

2 years or until final action

#### EMPLOYEE AND PROGRAM PRODUCTIVITY

Reports documenting work productivity of employees or an office. Includes weekly and daily activity or production reports, and monthly activity reports.

##### **RETENTION**

2 years

#### EVIDENCE TRACKING RECORDS

These records track the procurement and disposal of evidence. Information includes the case number or owner of evidence received, the list of evidence items, the reason for the collection of evidence, and the name of the officer submitting the evidence. Information also include disposal area to which evidence is released, and date and authorization of release. Violent felony records including homicide, sexual assault and fatal crashes are not included in this schedule.

##### **RETENTION**

Retain for 10 years after final action

#### EXPUNGED RECORDS

A person who has been convicted a crime may petition the court for an order to expunge records of arrest, investigation, detention, or conviction (UCA 77-40-103) (2010). To "expunge" means to seal or otherwise restrict access to records held by the agency that relate to the petitioner's arrest, criminal investigation, detention, and conviction (UCA 77-40-102(7) (2010). A successful petitioner is responsible for distributing the court order to all affected agencies, so the agency may seal the records. An expunged record includes the sealed records along with the court order.

##### **RETENTION**

Retain until record meets the same retention it had before it was expunged.

#### FELONY CASE FILES

These case files document felony cases filed and prosecuted in district court. They contain the case number, defendant's name, charge, indictment and arraignment dates, plea, bond amount, trial date, verdict, and sentence. The files may also contain police records, offense reports, witness lists, subpoenas, FBI reports, photographs, and attorneys' notes. This information is largely duplicated in case files and could be weeded after the case is closed and all appeals heard.

##### **RETENTION**

7 years after case closed

#### FIELD INTERROGATION REPORTS

This is a limited informational report filled out by the police officer. The report contains information on suspicious persons questioned. It includes descriptions of individual and vehicle, time and place of contact, and reason for suspicion.

##### **RETENTION**

1 year

#### FIREARM QUALIFICATION RECORDS

These files contain records for law enforcement qualifying to carry a firearm. These files include type of firearms used, date, identification number, name, pass/fail score, and time span for score.

##### **RETENTION**

2 years after separation

#### FIREARMS DISPOSAL RECORDS

These files contain records of firearms that have been disposed of either through sale, trade, or destruction. They include the manufacturer's name, serial number, model, caliber, disposal method, disposal date, name of business purchasing firearm, and bid number.

##### **RETENTION**

Permanent

#### FIREARMS INVENTORY

These card files list all firearms in the law enforcement entity's inventory. Cards contain name of manufacturer, serial number, model, caliber to whom issued, by whom issued and date. Files also show illegal weapons that cannot be resold, and guns not serviceable which are used for training purposes.

##### **RETENTION**

5 years after final action

#### GRANT RECORDS

These records document grants received by governmental entities, which may contain applications, notice of award, reports, correspondence, and related records.

##### **RETENTION**

7 years after final action

#### HIGH PROFILE CRIMINAL CASE FILES

These case files document the investigation and prosecution of significant cases referred to a prosecutor's office. These are cases involving corruption of public officials, cases attracting such publicity that precedents are set, and/or laws are changes, written, or rewritten capital punishment cases, or cases wherein there is historic interest in the individuals involved.

##### **RETENTION**

Permanent

#### HOMICIDE, VIOLENT FELONIES AND SEX CRIME INVESTIGATION FILES

These case files are created as a result of an investigation. These files may include the investigation report, original arrest report, supplemental reports, witness statements photographs, correspondence, officer's notes, and pertinent laboratory tests and related records. Violent felonies are included in this schedule.

##### **RETENTION**

Permanent

#### IMPOUNDED VEHICLES REPORTS

These reports document motor vehicles impounded by the police department. Vehicles may be impounded for various reasons but usually when property or sales taxes are not paid. The State Tax Commission form includes the impound date, the make and model, year, color, identification number, tag number, and condition of the impounded vehicle, the name and address of owner (if known), reasons for impounding, date and time vehicle impounded, vehicle accessories, description of any visible damage, any necessary remarks, officer's signature, agency name and case number. A vehicle inventory form may also be maintained which contains essentially the same information. The record copy is sent to the Division of Motor Vehicles and is retained for five years. A copy of the report is usually part of a case file.

##### **RETENTION**

3 years after final action

#### INDEMNIFICATION AGREEMENTS

Indemnification or hold harmless agreements involve the assumption of liability through contractual agreement. A party intending to use, ride in, or otherwise occupy government property, agrees to eliminate any liability on the part of the governmental entity in the event that any accident of injury occurs while they are using, riding in, or occupying government property. An example is a "hold harmless agreement" which passengers fill out when they ride along with deputies in police department vehicles.

##### **RETENTION**

2 years

#### INITIAL CONTACT REPORTS

These reports are prepared by officers engaged in public patrol or response duties and describe initial actions taken. These records may include a description of the incident, the identifying information of parties involved, the general scope of actions taken by public safety personnel, and the nature of any injuries and damages sustained (UCA 63G-2-103(14) (2014)). These records may also include copies of citations issued, warrants issued, DUIs issued, impound reports and driver and witness statements, returned property receipts, intelligence files, driver

chemical analysis reports, and any other correspondence related to the case. Fatal crashes and violent felony records including homicide and sexual assault are not included in this schedule.

**RETENTION**

5 years

**INTERNAL AFFAIRS SUMMARY REPORT**

This is a statistical report on all internal investigations of the police officers and office staff. It is used to summarize the activities of the internal affairs section. The report includes a listing of all investigations of officer misconduct and the results of such investigations. This report does not necessarily identify the names of specific officers.

**RETENTION**

Permanent

**INTERNAL AFFAIRS UNSUBSTANTIATED CASE FILES**

These files contain records relating to the internal affairs of the police department. These cases involve investigations of alleged officer misconduct including all records relating to the initiation, investigation, and disposition of each case. These cases were proved to have no substance. Substantiated cases are handled like any other criminal investigation and files become part of investigative case files (misdemeanor, felony, homicide).

**RETENTION**

2 years

**INTERNAL COMMITTEE RECORDS**

These records document meetings of boards, committees, or teams that have no statutory authority to make public policy decisions. Information includes implementation of projects, programs or operational matters.

**RETENTION**

3 years

**MASTER NAME INDEX**

This is an index of names which contain information on each individual having been interrogated, arrested, or named as a suspect or accomplice in a crime, and the names of victim, complainants and witnesses to incidents. It includes information on arrested persons (cross referenced by aliases), complainants, witnesses, and victims (providing name, address, date of birth, race, and sex), incident date, incident type, names of persons and businesses in contact with the department, notice of content and report of recorded event.

**RETENTION**

5 years after superseded

**MISDEMEANOR CASE FILES**

These case files are created as a result of an investigation. The files may include the investigative report, original arrest report, supplemental reports, photographs, correspondence, officer's notes, and pertinent laboratory tests, driver chemical analysis report, impound reports, returned property receipts, and related records. They include prosecuted or non-prosecuted. These do not include sex crimes or homicides.



**RETENTION**

5 years after case is closed

**NATIONAL CRIME INFORMATION CENTER (NCIC) RECORDS**

These files contain forms used to enter information on the NCIC system. The three separate forms used are stolen articles report, stolen or missing guns report, and wanted persons or missing juveniles report.

**RETENTION**

1 year after final action

**PERFORMANCE AUDIT WORK PAPERS**

These records contain the audit results and evidence supporting the final report and provide a link between the field work and the auditor's report. Work papers collected during the course of the audit include client-prepared documents, analysis, data, and correspondence which documents the performance of audits and their conclusion.

**RETENTION**

10 years

**PROGRAM AND POLICY DEVELOPMENT RECORDS**

These records are created by executive decision-makers to document the establishment and dissemination of agency programs. Executive decision makers may include the Chair, Director, Chief Administrative Officer, Public Information Officer, Commissioner, Mayor or other internal administrators as identified by the executive office. Related correspondence and email is included.

**RETENTION**

Permanent

**PUBLICATIONS**

Any record of enduring value, regardless of format or platform that is disseminated by a governmental entity for public distribution. These may include website content, printed publications, newsletters, social media posts, and similar records.

**RETENTION**

Permanent

**PUBLIC RELATIONS RECORDS**

These records, regardless of format or mode of transmission, are created for distribution to the new media or public. Records include speeches, press releases, public announcements or similar records.

**RETENTION**

Permanent

#### RECORDS ACCESS REQUESTS AND APPEALS

These records are access requests as provided under the Government Record Access and Management Act (GRAMA). Included with the access requests are any notices of denial, appeals, or any other records related to the request. This schedule excludes record access requests appealed to a local appeals board.

##### **RETENTION**

2 years after final action

#### RECORDS DESTRUCTION FILES

Records which document the destruction of a governmental agency's records.

##### **RETENTION**

7 years after final action

#### ROBBERY BULLETIN RECORDS

These files contain information to be distributed to other law enforcement agencies concerning robberies. The form includes date, time, case number, suspect's vehicle, suspect's description, victim's name, and location, type of weapon used, amount and description of loss, facts of case summary, and investigating officer's name.

##### **RETENTION**

4 years after resolution of issue

#### SECURE AREA VISITOR LOGS

Registers or logs used to record names of visitors who are admitted to secure areas in government offices and facilities.

##### **RETENTION**

5 years

#### SEX OFFENDER FILES

These are files maintained by a department on sex offenders living within its jurisdiction. "All sex offenders shall, for the first five years after termination of sentence, again register within ten days of changing his place of habitation." This registration form is required by the Department of Corrections and consists of a statement signed by the person, giving information on current address, and the fingerprints and photographs of the person. One copy is given to the person, while others are forwarded to the Department of Corrections, which sends one to the local law enforcement agency where the person resides (UCA 76-5-404.1 (2007))

##### **RETENTION**

10 years or until final action

#### SUICIDE INVESTIGATION FILES

These case files are created as a result of a suicide investigation. These files may include the investigative report, supplemental reports, photographs, correspondence, officer's notes, and pertinent laboratory tests and related records.

**RETENTION**

Permanent

**TRAFFIC CITATIONS**

This is a copy of a citation issued by the police to drivers violating motor vehicle and traffic laws. It usually includes date, time, location of violation, vehicle's license number, violation code, officer's name, and signature of person receiving citation.

**RETENTION**

2 years

**TRAINING COURSE AND OUTREACH RECORDS**

These are records of agency-sponsored training courses and events. Includes correspondence, memoranda, agreements, authorizations, background and work papers, reports, requirements, reviews, plans, and objectives relating to operation of training courses and conferences, and similar events.

**RETENTION**

Permanent

**TRAINING RECORDS**

These records document employee participation in training programs sponsored by governmental agencies or non-governmental institutions. Information may include correspondence, memoranda, reports and other records relating to course availability and participation.

**RETENTION**

Retain until separation

**TRANSITORY CORRESPONDENCE**

Incoming and outgoing correspondence, regardless of format or mode of transmission, related to matters of short-term interest. Transmittal correspondence, including email, is transitory unless part of another process. This correspondence does not impact agency functions. When resolved, there is no further use of purpose. These include NCIC Records of lost/stolen property, wanted suspects, arrest, missing persons, runaways, etc.

**RETENTION**

Retain until resolution of issue

**UNIFORM CRIME REPORTS**

These files contain copies of annual statistical report of all offenses known to the police. They are separated into categories of crime (homicide, rape, robbery, assault, burglary, larceny, motor vehicle theft) and are submitted to the Uniform Crime Reporting Division. Supplementary reports detail the value of property stolen and recovered. These reports are used to create the annual published Uniform Crime Report.

**RETENTION**

Retain until final action

## **ANIMAL CONTROL RECORDS**

### ACTIVITY REPORTS

These reports are compiled monthly to show the activity of animal control operations. They may include date, statistical information for each officer involved in the pickup of stray dogs or cats, and other animal impounds, injured animals, dead animals, home or other quarantines, total animals handled, total citations issued, warnings issued, response to calls, and total miles patrolled. These reports list the number of dogs, cats, and other animals received, redeemed, sold, given away, destroyed, and total animals on hand at the first and end of each month.

#### **RETENTION**

2 years and then destroy, if annual report is produced; retain permanently if no annual report is produced.

### ANIMAL CITATIONS

These are citations issued to animal owners for infractions of municipal ordinances (e.g., not having a license, allowing pet to run at large, no rabies vaccinations). They may contain the citation number, license number, owner's name and address, violation, ordinance number, date and time.

#### **RETENTION**

2 years

### COMPLAINT RECORDS

These are complaints received by animal control officers. They may contain the following information: date, time, initials of person taking complaint, complainant's name, address, telephone number, owner's name, address, animal's license number, and complaint details.

#### **RETENTION**

2 years or until resolution of litigation, whichever occurs later

### DAILY FIELD REPORTS

These forms are completed by each animal control officer to report on daily activities. They are used to compile activity reports. They may include officer's name, time on and time off duty, patrol time and area, day of week, vehicle number used, beginning and ending mileage, type of activity performed such as picking up stray animals, quarantines, dead animals, complainants visited, and location and time.

#### **RETENTION**

1 year

## **SCHEDULE 12**

### **PUBLIC WORKS**

#### **AMERICANS WITH DISABILITIES ACT RECORDS**

These records document compliance with the Americans with Disabilities Act (ADA). They include surveys of municipal buildings to determine accessibility for the physically handicapped, federal regulations, proposals for implementing the act, correspondence, resolutions, and solutions to access problems.

##### **RETENTION**

15 years

#### **AS-BUILT CONSTRUCTION PLANS AND SPECIFICATIONS**

Final plans and specifications for approved and constructed buildings, facilities, roads and bridges. Documents construction of new buildings or facilities as well as renovation of owned buildings and rented buildings.

##### **RETENTION**

Permanent

#### **CART RADIO FREQUENCY IDENTIFICATION (RFID)**

All container serial numbers with corresponding RFID information

##### **RETENTION**

20 years

#### **CAPITAL PROJECT STATUS REPORT**

This is a monthly report of all current capital improvement projects. The report includes information on funding (comparing amounts), extra work orders, and over-run authorizations for each project.

##### **RETENTION**

1 year

#### **CLASS "C" ROAD FUNDING PROJECT FILES**

These project files document the funding for Class "C" roads. Class "C" funding is money allocated to each municipality from the Transportation Fund. The files include amount of funds allocated and how they were spent for each project (man-hours, vehicle usage, and material used).

##### **RETENTION**

3 years after claim, audit, or litigation settled

#### **COMPLAINT FILES**

These files document complaints received and how they were responded to by the department (e.g., streets, sanitation, and utilities). They include name and address of complainant, date received, description of problem, and action taken.

##### **RETENTION**

5 years or until resolution issue

#### CONCRETE MAINTENANCE RECORDS

These records document the replacement and maintenance of concrete maintenance necessary when the municipality is responsible for damage caused by municipal vehicles (e.g. garbage trucks, snowplows) or problems caused by storm damage or other acts of nature. Maintenance may either be done by the municipality or contractors through the bidding process. These records are used for budget purposes and indicate the completion of the project. They may include a card file, copies of receipts, pay vouchers, contracts, bids, correspondence, extra work orders, estimates, sketch or diagram, photographs, council district information, and proof of mailing estimate.

##### **RETENTION**

7 years

#### CONNECTION BOOKS

These books document the extension of or connection between specific property and municipal utilities. They represent the most comprehensive guide to the system. They act as the system's master listing of all diagrams of connections in the system.

##### **RETENTION**

Permanent

#### CONSTRUCTION CONTRACT RECORDS

These records document contracts for all engineering and construction projects undertaken by the municipality. They include payment records, reports, contracts, certificates, and related correspondence.

##### **RETENTION**

6 years after expiration of contract

#### CONSTRUCTION PROJECT FILES

These project files document the planning, design, and construction of municipality-owned facilities, structures or systems. They are also used for budget planning and litigation research. They include correspondence, copies of agreements, engineer's personal notes, guarantees and warranties, testing reports, reports (daily, weekly, monthly), and permits to work in the public way for municipality projects such as street drains, curb and gutter, sidewalk, paving extensions, street construction and repairs to additions to city buildings.

##### **RETENTION**

Permanent

#### COURT ORDERED COMMUNITY SERVICE FILES

These files document participation in court ordered community service projects. A district, circuit, or juvenile court may order the completion of a specific number of hours of community service in lieu of a jail term or payment of a fine. The files include an introduction form from the court which contains name, number of hours of community service ordered to perform, by what date, and any expectations; a copy of the court order; and a time sheet showing how many hours have been completed. The court having jurisdiction of the case retains the record copy of these records.

**RETENTION**

1 year

**DAILY WORK LOGS**

This daily log is maintained by each work crew to verify work completed. This log includes date, work order number, location, job requirements, date completed, equipment used, and initials or crew chief's signature.

**RETENTION**

5 years

**DELIVERY TICKETS**

These are tickets issued by suppliers to verify delivery of supplies (concrete, road base, gravel, and topsoil). They include date, time, amount of mix received, and list of miscellaneous supplies received.

**RETENTION**

4 years

**DISPOSITION OF CAPITAL ASSETS**

These are either forms or records completed by municipal agencies when municipal property is disposed of either by public auction, competitive bidding, or destruction. Includes date, department name, description of item, value, disposition method, and reason, condition, and approval signature.

**RETENTION**

3 years

**DRAINAGE MAINTENANCE AGREEMENTS**

These are agreements between the municipality and canal or irrigation companies. The agreements allow water be diverted into drainage systems maintained by these companies. The municipality pays them for this service. The agreements include date, company's name and address, provisions of the agreement, payments to be made, and signatures of municipal council, and company representative.

**RETENTION**

Permanent

**DRAINAGE SYSTEM REPAIR LIST**

This is a list of all drainage facilities in the system. It is used to prioritize which drains need maintenance. It includes size, type and condition of drainage pipe, type of clean out box, location of facility and condition, depth from flow line to top of lid on road surface and a brief description of the problem.

**RETENTION**

Retain until superseded

**DRAWINGS AND DIAGRAMS**

These are drawings and blueprints of engineering "as-built" projects. They are used by the public and city personnel to establish existing information for all city locations. They include

drawings of street construction, sidewalks, storm drains, waterlines, reservoirs, public facilities, and other city building projects, providing date, legend, city title, scale and actual drawings.

**RETENTION**

Permanent

**DRIVER AND ROUTE CHECKLIST**

These files contain an annual evaluation form completed on each snowplow driver to show driving ability and knowledge of street route. They include name of driver, date, vehicle number, route number, list of vehicle equipment to be checked before starting engine, list of items to be checked at completion of shift, results of road test, and comments concerning attitude, cooperation, route appearance, etc.

**RETENTION**

2 years or until separation

**ENCROACHMENT AGREEMENTS**

These are agreements between the municipality and property owners allowing them to extend fences or plants (bushes and trees) within the municipal right-of-way. The municipality reserves the right to revoke the agreement and to require the property owner to remove the fences or plants upon request. The agreements include date, licensee's name and address, agreement terms licensee's notarized signature, and signature of the Mayor.

**RETENTION**

6 years after contract expires

**ENVIRONMENTAL PROTECTION AGENCY (EPA) GRANT FILES**

These are project files maintained by the municipality for monies granted to the state of Utah and then distributed to individual local government entities. The files document the expenditures of these funds. They include a detailed listing of disbursements, receipts, grant modifications, related correspondence, and a copy of the original grant. The State Health Department's copy is maintained permanently.

**RETENTION**

3 years after final action

**EXCAVATION PERMIT APPLICATIONS**

These applications are used by individuals and contractors requesting to work in the municipal right-of-way for demolitions or excavations. The application includes job address, date, owner/agent name and job address, a location description of intended excavation, size, purpose, and agreement to comply with all state laws and municipal ordinances.

**RETENTION**

1 year after expiration of permit

**FIELD NOTES**

These are the original field surveyor's notes for water and sewer installations which are used as a basis for all maps. They include location, elevation, and other related information.

**RETENTION**

Permanent



#### FLOOD CONTROL PERMIT APPLICATIONS

These applications are completed by developers and homeowners requesting a permit to construct within a flood plain. They are also required for the construction of any facility or discharge of any runoff into specific facilities. The permit provides that the structure or operation covered could be stopped, removed or destroyed by the municipality in a flood emergency and that all structures are subject to municipal inspection at permittee's cost. The applications include firm's or individuals' name, address, and telephone number; proposal's description, including construction type, purpose, location (including engineering calculations, and any special conditions); grantee's signature; date; recommendations on whether request should be approved or denied; and (if approved) director's signature.

#### **RETENTION**

Permanent

#### HIGHWAY DAILY REPORT

This daily report tracks work and materials used on specific highway projects. They are used to create monthly reports. It includes municipality name, district, section, supervisor's name, date, employees' names, number of regular and overtime hours worked per project number, specific materials and amounts per project number, and specific equipment and hours used per project number.

#### **RETENTION**

3 years

#### HYDRANT MAINTENANCE INVENTORIES

These inventories are regularly updated and reprinted to document the maintenance of fire hydrants. They are used to locate fire hydrants and to verify annual inspections which document they are functioning properly. They include location, notations and dates of annual inspections, indicating physical characteristics, operation, flow check, pressure, and leakage.

#### **RETENTION**

1 year

#### INTERLOCAL AGREEMENTS

These are agreements between the county and municipalities within the county to provide public works services. They include date, city's name, provisions of the agreement, payments to be made, and signatures of the city and county representatives.

#### **RETENTION**

6 years after expiration of contractual agreement

#### INTERSECTION CASE FILES

These files record data on all municipal streets. They are used by traffic engineers and technicians when investigating a particular intersection to determine appropriate traffic regulations. They contain traffic volume (counts taken either mechanically or manually), requests or complaints received which required a study and response concerning specific intersections and work order outline to be done at specific intersections, and a traffic accident history.

#### **RETENTION**

7 years

#### LAND DISTURBANCE PERMITS

These are permits issued to private companies to complete work that requires a major piece of land being disturbed, or land within a special district. They include or may include job address, date, name of owner/agent at job address, state license classification, diagram of work required, construction plans, construction testing, documentation, inspections and reports, bonding information, third party approval letters, fee information, construction and traffic control and any other applicable information in receiving a land disturbance permit as needed by the Public Works Department.

##### **RETENTION**

3 years after project is completed

#### MATERIALS TEST RESULTS

These reports contain the results of sieve analysis and nuclear density tests on asphalt, road base concrete, and soils. They are used for conformance of specifications for approval of various materials used on municipal construction projects. Reports are also used for reference on future municipal project work. Reports include date, type of material, weight of material, number of tests performed, and results of tests (sieve analysis results, percent of compaction, and cylinder compressive tests).

##### **RETENTION**

5 years after project completed

#### REVIEW FILES

This is a duplicate set of plans submitted by developers for subdivisions, and commercial or industrial complexes. It is used to verify compliance with ordinances and design criteria for streets and alleys. They include plans and related correspondence.

##### **RETENTION**

2 years after completion of project

#### RIGHT-OF-WAY RECORDS

These records document both the acquisition of property for the purpose of right-of-way projects and the sale of surplus property after project completion. Information may include a description of the property, property appraisal, offer to purchase, statement of compensation, copies of contracts, agent log, payment closing statements, maps and plat.

##### **RETENTION**

Permanent

#### SIGNALIZED INTERSECTION RECORDS

These records are registers, card files, and similar records providing an inventory of all traffic signs, signal equipment and the timing set-up of each signalized intersection. They are used to determine compliance with safety guidelines and as a record of changes on a historical basis. They include information concerning poles, signal head information, and signal control.

##### **RETENTION**

7 years

#### SPACE UTILIZATION REPORTS

These are reports on the amount of floor space in municipal buildings. They are used for planning and insurance purposes. The report includes number of rooms, square footage per room, and room capacity.

##### **RETENTION**

Retain until superseded

#### SPECIAL ASSESSMENT PLATS

These plats show the location of properties that are affected by special assessments. Plats are used for reference and for compilation of the tax roll. They include footage, actual property lines, township and range, rights-of-way, monument markers, lot measurements, block, subdivision names, and color coding to indicated properties being assessed.

##### **RETENTION**

5 years after district is completed

#### STREET CLEANING RECORDS

These files document all street cleaning projects. They include reports, logs or similar records documenting street cleaning operations.

##### **RETENTION**

1 year

#### TRAFFIC SIGNAL CONFLICT MONITOR LOG

This is a log showing when each conflict monitor was serviced (a safety device that functions to avoid two opposite green lights showing at the same time). It is used for maintenance purposes. The log includes location, type of conflict monitored and date serviced.

##### **RETENTION**

7 years

#### TRAINING AND TRAVEL BACKUP FILES

##### **RETENTION**

3 years

#### TROUBLE CONTROL REPORT

This report is generated by telephone calls from private citizens or police departments concerning traffic signals that require repairs. Report is necessary for verification in litigation cases. It includes location, name of person reporting, date, time, report of trouble, description of trouble found, repair made, by whom, time arrived and time completed.

##### **RETENTION**

7 years

#### UNIFORM LOG

Uniform expense receipts, orders, and tracking information.

##### **RETENTION**

3 years

#### WARRANTY CARTS/CONTAINERS

List of carts and containers that have been warrantied due to damage.

#### **RETENTION**

10 years

#### WATER TREATMENT PLANT OPERATIONAL REPORTS

This is a copy of a monthly report submitted to the State Department of Health verifying drinking water standards (40 CFR 130.4)(1989). They are used to monitor compliance with water quality standards and to verify standards were met. The reports include daily and total monthly amounts, minimum, maximum, and averages for filter operation, filter rate in gallons per minute, length of filter run, filter head loss, and minutes of backwash, amounts and kinds of chemicals used. The State Health Department maintains their copy for 10 years.

#### **RETENTION**

5 years

#### WORK ORDERS/SERVICE REQUESTS

These are authorization forms for repair or maintenance work on department vehicles, equipment, or municipally-owned facilities or structures. These files may also contain customer complaints concerning utility problems which require research and a resolution. They may include complaint results of investigation, meter sheets, and method of resolution. These files document complaints received and how they were responded to by the department (e.g., streets, sanitation, traffic signals). They include name and address of complainant, date received, description of problem, and action taken.

#### **RETENTION**

3 years

### **EQUIPMENT/VEHICLE RECORDS**

#### FUEL RECORDS

These are logs, reports, or similar records documenting mileage and gasoline, oil, and diesel fuel used by the municipal vehicles.

#### **RETENTION**

2 years

#### GASOLINE SALES TICKETS

These are copies of credit card sales slips. They are used to verify the purchase of gasoline.

#### **RETENTION**

2 years

#### MILEAGE CERTIFICATES

These are certificates issued by the dealer/manufacturer certifying the mileage is accurate on each municipally purchased vehicle.

**RETENTION**

3 years

**VEHICLES ASSIGNMENT AND MAINTENANCE RECORDS**

These are assignment logs, reports, authorizations, and similar records relating to the assignment and use of vehicles by municipal employees or officials.

**RETENTION**

1 year

**VEHICLE/EQUIPMENT MAINTENANCE RECORDS**

These records document the inspection, repair and maintenance of government-owned vehicles. Information includes vehicle identification, usage, and related records.

**RETENTION**

3 years after disposition of asset

**VEHICLE REGISTRATION CERTIFICATES**

These motor vehicle registration forms document municipal ownership of vehicle.

**RETENTION**

Until vehicle is transferred or sold and then transfer with vehicle.

**GIS RECORDS**

**BOUNDARIES RECORDS**

These geospatial records of boundaries include county, municipal, districts, zones, and other important boundaries.

**RETENTION**

Permanent

**CADASTRAL SYSTEM**

These geospatial records contain information regarding the extent, value, and ownership of land.

**RETENTION**

Permanent

**IMAGERY**

These geospatial records contain orthoimagery and terrain data.

**RETENTION**

Permanent

#### INFORMATIONAL MAPS AND PLATS

These are city maps and plats for surveys and maintenance of city property and facilities. They are used for research purposes by the public, other city departments, and title companies. They include townships and range, rights-of-way, monument markers, lot measurements, street names, centerline measurements, block, and subdivision names.

##### **RETENTION**

Retain until superseded

#### INLAND WATER RECORDS

These geospatial records contain information pertaining to hydrologic features located in municipalities. These are lakes, streams, ponds, and watersheds.

##### **RETENTION**

Permanent

#### LOCATION RECORDS

These geospatial records contain information pertaining to address points, building footprints, and other location-based information.

##### **RETENTION**

Permanent

#### MAPS AND PLATS

These are city maps and plats for surveys and maintenance of city property and facilities. They are used for research purposes by the public, other city departments, and title companies. They include townships and range, rights-of-way, monument markers, lot measurements, street names, centerline measurements, block, and subdivision names.

##### **RETENTION**

Retain until superseded

#### PARKS AND TRAILS SYSTEM

These geospatial records contain information pertaining to parks, trails, trailheads and other park/trail related information.

##### **RETENTION**

Permanent

#### PLANNING

These geospatial records contain information pertaining to land development. These include land use, zoning, master plans, wildland urban interface, etc.

##### **RETENTION**

Permanent

#### PROPERTY ADDRESSING

These are geospatial point features which include a point ID (address), point type, capture method, last update, last editor, last address used at the location, street name, unit number (for multiple buildings on one parcel), and the reason for changing an address. This is to be kept on an ongoing basis for addressing properties as they are subdivided or annexed into Tooele City.

## **RETENTION**

Permanent

### **PUMP STATION WELL SUMMARY REPORTS**

This is the summary information compiled from the daily monitoring report of a water system. The information includes the time pumps or wells are started and stopped, hours run, power used and amount of water pumped.

## **RETENTION**

Permanent

### **RESURFACING BILLINGS**

These billings are sent to contractors and public utilities for resurfacing municipal roads, alleys, or other public places. Persons are required to restore the pavement surface after the completion of excavations on the municipal right-of-way. Persons doing excavation work may request the municipality to restore the surface and are then charged the costs. The billings include contractor's name and address, date, completion date, location, road width, cut width, total square footage, amount, and total balance.

## **RETENTION**

3 years

### **STREET NAME AND HOUSE NUMBER FILES**

These files contain records relating to street dedications, street closings, the assignment and alteration of street names and house numbers and similar records. They provide official control of the naming and numbering of municipal streets and roads.

## **RETENTION**

Permanent

### **STREET NETWORK**

These geospatial records contain information pertaining to the street names and ranges, signage, streetlights, traffic lights, etc.

## **RETENTION**

Permanent

### **SURVEY DRAWINGS**

These are drawings of new surveys and resurveys of parcels of property containing horizontal control monuments. They are computed on a state plan grid coordinate and are used as a reference for measurements and deeds research. They include monuments, state plane grid coordinates, surveyor's notes, scale, legend, and north point.

## **RETENTION**

Permanent

### **TRAFFIC DRAWINGS**

These are original drawings or area maps of streets. They are used to determine whether changes are needed in school zones, pedestrian crossings, intersections, signalized intersections, and street stripping. Drawings are used as a reference tool for the performance work.

**RETENTION**

4 years

**TRANSPORTATION RECORDS**

These geospatial records contain information pertaining to the transportation routes in municipalities. These include street centerlines, street locations, street names, and railroad routes.

**RETENTION**

Permanent

**UTILITIES AND COMMUNICATION RECORDS**

These geospatial records contain information pertaining to utilities found in municipalities. These may include telephone infrastructure, electricity transmission lines, storm sewer pipes, and septic tanks.

**RETENTION**

Permanent

**ZONING MAPS**

These maps show zoning boundaries within the municipality. They are usually blueprint maps which show streets, property lines, zoning boundaries, and area classifications. These maps are used for reference purposes and are frequently updated.

**RETENTION**

Permanent

**PUBLIC UTILITIES RECORDS**

**BACKFLOW PREVENTION TEST REPORTS**

These tests report the results obtained from the testing of backflow preventer equipment. The reports show maintenance work performed, parts replaced, and repairs made.

**RETENTION**

3 years after subsequent test

**BACTERIOLOGICAL QUALITY ANALYSES REPORTS**

These forms record water samples taken from various locations throughout the distribution system and sources of supply (raw or processed) for bacteriological tests. They include location, date of collection, name of person taking sample, type of sample taken, date of analysis, name of lab, person responsible for performing analysis, analytical method used, and results of the analysis. The State Health Department receives copies of these test forms and retains them for 40 years.

**RETENTION**

5 years after subsequent test



#### CHEMICAL/RADIOLOGICAL ANALYSES

These forms verify water quality and show the various locations of sampling points of water taken from the distribution system and sources of supply for chemical and radiological tests. They include location, date of collection, name of person taking sample, type of sample taken, date of analysis, name of lab, person responsible for performing analysis, method used, and results. The State Health Department receives copies of these test forms and retains them for 40 years.

##### **RETENTION**

10 years after subsequent test

#### CLASS "C" ROAD FUNDING PROJECT FILES

These project files document the funding for Class "C" roads. Class "C" funding is money allocated to each municipality from the Transportation Fund. The files include amount of funds allocated and how they were spent for each project (man-hours, vehicle usage, and material used.)

##### **RETENTION**

3 years after claim, audit, or litigation settled

#### COMPLAINT FILES

These files contain customer complaints concerning utility problems which require research and a resolution. They include complaint, results of investigation, meter sheets, and method of resolution.

##### **RETENTION**

3 years after resolution of issue

#### CROSS CONNECTION CONTROL SURVEY FILES

These files monitor potential or actual water system health hazards within specific premises. They are used to determine compliance with state laws, schedule surveys, and to write reports. They include various reports, surveys, and related correspondence.

##### **RETENTION**

3 years after destruction of premise

#### DAILY FILTER LOG

This log records a daily instrument table of information regarding filter operations required by Utah Code.

##### **RETENTION**

5 years

#### DAILY OPERATIONAL LOG

This log records daily information on plant operations such as rate of flow, chemical inventories, chemicals used, chlorine residual testing results, and turbidity amount in water. It is required by 40 CFR 130.4. An annual summary is submitted to the State Health Department.

##### **RETENTION**

2 years

#### PUMP TEST RECORDS

These files contain the results of tests conducted on pumping equipment. These annual tests are used to certify pumping capabilities and to check equipment for stability and endurance. They include apparatus number, date tested, station number, where tested, manufacturer's name and number, test results, time taken, and remarks.

##### **RETENTION**

2 years after resolution of issue

#### SEWER MAIN LOCATION PLATS

These are plat drawings of each municipal street detailing all sewer mains in the municipality system by area number. They are used to locate sewer mains. The plats include drawings of all sewer mains in municipal system showing depth of sewer mains, percentage of grade, location of lateral connections and sewer manholes, and size of lines.

##### **RETENTION**

Until update or superseded

#### TELEVISION INSPECTION REPORTS

These are video reports taken by special monitoring cameras located at critical parts of the sewer lines. They are used to monitor conditions of the sewer lines.

##### **RETENTION**

3 years or until updated or superseded

#### WATER CONSUMPTION MONTHLY REPORTS

These reports consist of monthly statistics of daily water consumption. They are used for research and litigation purposes and to assist in predicting future flows and peak demands. The reports include water consumption in million gallons, and cubic feet from treatment plants, springs, artesian wells, pumped wells, and reservoirs along with precipitation amounts.

##### **RETENTION**

2 year provide annual report is compiled

#### WATER FLOW ANNUAL RECORDER CHARTS

These charts are taken from recoding stations in streams or wells for annual periods. They are used to determine water flows. The charts include water flow according to gauge flows, height, or level of aquifer in well on an annual basis.

##### **RETENTION**

Permanent

#### WATER FLOW WEEKLY RECORDER CHARTS

These charts are taken from recording stations in streams or wells for weekly periods. They are used to determine water flows. The charts include water flow according to gauge flows, height, or level of aquifer in well, during a weekly period.

##### **RETENTION**

3 years provided annual chart is compiled

#### WATER MAIN CHARTS AND INDEXES

These charts show the locations of all water mains, valves, hydrants, and water services to property owners in a given area.

##### **RETENTION**

Permanent

#### WORK ORDERS

These files contain customer complaints concerning utility problems which require research and a resolution. They include complaint, results of investigation, meter sheets, and method of resolution.

##### **RETENTION**

3 years after date of resolution

#### UTILITIES

These geospatial records contain information pertaining to the city's water and stormwater utilities. These include lines, valves, meters, tanks, pump stations, inlets, manholes, detention basins, etc.

##### **RETENTION**

Permanent

## **SCHEDULE 13**

### **RECORDER RECORDS**

#### **AGENCY HISTORY RECORDS**

These records document the organization and reorganization of governmental entities. Information includes history structure, functional information, organization files and related records.

##### **RETENTION**

Permanent

#### **ADMINISTRATIVE HEARING/APPEAL BOARD RECORDS**

Records of hearings held for various reasons including to regulate processes, change rules and policies, address the denial and revocation of licenses at the request of the public, to discuss particular issues at the request of an executive body, to appeal citations at the request of the public, or to appeal decisions at the request of an employee. Records may include meeting notices, proofs of publication, meeting minutes, the conclusions reached, and related correspondence.

##### **RETENTION**

Permanent

#### **ANNEXATION AND BOUNDARY ADJUSTMENT FILES**

These files document the annexation and boundary adjustments of property in to and out of municipal boundaries. They usually contain correspondence, citizens' petitions, maps, and the official annexation action approved by the City Council.

##### **RETENTION**

Permanent

#### **APPOINTMENT FILES**

These files document the appointment of persons to advisory boards and committees established by the City Council or Mayor, usually by Resolution, or policy and procedure. These files may include letters of recommendation, letters of appointment, resumes, and related correspondence.

##### **RETENTION**

Permanent

#### **APPRAISAL PROJECT FILES**

These files contain evaluations of properties and structures within proposed projects. They are used to investigate projects' viability, determine costs, and negotiate for purchase of real property. The files include financial assessments of the worth of real estate and buildings within proposed project areas. They may also include assessments of architectural and historical significance and condition of the involved structures.

##### **RETENTION**

Permanent

#### AUDIT REPORTS

These are reports written and prepared as a result of a performance audit on a municipal entity. These studies are frequently contracted with private consultants. They contain summary documentation on agency budgets, programs, operations, and productivity.

#### **RETENTION**

Permanent

#### CAMPAIGN FINANCIAL DISCLOSURE STATEMENT FILES

These are financial statements required by law to be completed by each municipal candidate.

#### **RETENTION**

Permanent

#### CEMETERY CERTIFICATES OF PURCHASE OF RIGHT TO BURIAL

These are certificates issued to individuals who purchase a right to a burial in a certain grave location within the city cemetery.

#### **RETENTION**

Permanent

#### CITY CHARTER

These files contain the constitution, bylaws and all amendments to city charters approved by the State Legislature.

#### **RETENTION**

Permanent

#### CITY HISTORY/SCRAPBOOKS

These are a chronological record of the activities of the municipality or individual municipal departments. They include photographs, newspaper clippings, annual reports, flyers, program notes, brochures, and other items pertaining to city activities and actions and reactions of the municipality's citizens.

#### **RETENTION**

Permanent

#### CIVIL LIABILITY CLAIM FILES

These files contain Notices of Claim filed with the City pursuant to the Governmental Immunity Act. The Notices of Claim allege City negligence and liability, and claim damages allegedly caused by acts or omissions of the City and its officers, agents, and employees. A Civil Liability Claim that results in a Complaint filed in Court becomes a Civil Court Case if the alleged damages exceed \$10,000.

#### **RETENTION**

5 years after resolution of the claim. (See Civil Court Case Files if the Claim File becomes a Case File)

#### CLOSED MEETING RECORDS

Recordings are required for the closed portion of meetings of a public body, except as provided by statute. The recording is the official record of a closed meeting.

**RETENTION**  
Permanent

**CONFLICT OF INTEREST**

These records are employee and council disclosure forms used to disclose any actual or potential conflict of interest in accordance with UCA 10-2-1302 through 10-3-1312.

**RETENTION**

10 years after termination of municipal employment/appointment

**COMMITTEE MINUTES**

These are the meeting minutes of city committees, boards and commission. UCA 52-4-703 requires that written minutes be kept of all open meetings. This may also include the meeting agenda. Minutes include date, time, place of meeting, name of members present and absent, and substance of all matters discussed. The committees include, but are not limited to: Library Board, Planning Commission, North Tooele City Special Service District, the Historic Preservation Commission, and the Museum Advisory Board.

**RETENTION**

Permanent

**CONSTITUTION AND BYLAWS**

These are the constitution and bylaws of municipal governing/advisory boards. They establish the organization and operational procedures for the board. They usually include date of adoption and amendments, description and purpose of board, membership, description and responsibilities of board's positions, meeting frequency, voting procedures, explanation of what constitutes a quorum, and the establishment of procedural rules (e.g., Robert's Rules of Order, etc.)

**RETENTION**

Permanent

**CONTRACTS AND AGREEMENTS**

These records document contractual agreements for all engineering, construction projects, products or services. Records may include preliminary requirements, contractor payroll records, bids, and the signed contract.

**RETENTION**

Permanent

**DEED FILES**

These are the original deeds which provide evidence of city ownership of property.

**RETENTION**

Permanent

**DRAINAGE MAINTENANCE AGREEMENTS**

These are agreements between the municipality and canal or irrigation companies. The agreements allow water to be diverted into drainage systems maintained by these companies. The municipality pays them for this service. The agreements include date, company's name

and address, provisions of the agreement, payments to be made, and signatures of municipal council, and company representative.

**RETENTION**

Permanent

**EASEMENT FILES**

These files contain documents executed by property owners granting the city rights of access to their property for public works or other municipal purposes. They include the names of parties, purposes and terms of access and terms of easement. They are used to provide legal access to enter or modify private property.

**RETENTION**

Permanent

**ELECTION BALLOTS**

These are packets of official ballots of municipal elections case by voters. Election officer shall preserve ballots for 22 months after the election or until the time has expired during which the ballots could be used in than election contest. If the election is not contested, after that time, destroy them without opening or examining them.

**RETENTION**

22 months after the election or until time has expires during which the ballots could be used in an election contest

**ELECTION CANVASSES**

They are the official canvass of primary, municipal, or special elections. They contain a tabulation of votes cast by combined election districts. They include the date, office, names of candidates, number of votes, and totals.

**RETENTION**

Permanent

**ELECTION RECORDS**

These include all other records and forms (excluding ballots, canvasses, and returns) required in municipal elections.

**RETENTION**

22 months

**ELECTION RETURNS**

These are books of tabulations counted by the election judges. They serve as the official tally of votes for municipal elections.

**RETENTION**

22 months

#### GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA) ACCESS REQUESTS

These request forms document individuals seeking access to municipal records. They include requester's name, address, phone number, date, record requested, email address, whether access was provided or denied, and the record provided.

##### RETENTION

2 years

#### GRANT FILES ORIGINAL APPLICATIONS

These are files on monetary grants received from state and federal sources. Includes the original applications, contract agreements, and annual and final performance reports.

##### RETENTION

Permanent

#### INFORMATION GOVERNANCE RECORDS

These are records used in establishing and implementing records management policies, practices, and procedures. Included are inventories, finding aids, and related information.

##### RETENTION

Until superseded or until the lifespan of the related record is met.

#### INSURANCE POLICY FILES

These records are insurance policy contracts between the municipality and private insurers, and include property inventory and valuation schedules, insurance premium bids, requests for proposal, insurance proposals, proposal evaluations, insurance policies, endorsements, and similar insurance-related records.

##### RETENTION

10 years

#### INSURANCE REPORTS

These reports are used for reference and generation of claim files.

##### RETENTION

12 years

#### INTERLOCAL AGREEMENTS

These are agreements between the city and municipalities within the county to provide public works or other services. They include date, city's name, provisions of the agreement, payments to be made, and signatures of the city and/or county representatives.

##### RETENTION

6 years after expiration date



#### LEASE FILES

These files contain copies of leases, subleases, assignments of leases, and memoranda of leases for property which the city leases. They show the name and addresses of lessor and lessee, description of property, rent, purpose for which property may be used, and indicate any additional conditions or terms (determination of payment of utilities, taxes, insurance, maintenance and repair, and alterations to the property during the term of the lease), as well as any options to renew.

#### **RETENTION**

4 years after expiration of contractual agreement

#### LIABILITY RISK MANAGEMENT CASE FILES

These case files document the reporting, investigation, and settlement of liability claims filed against the municipality.

#### **RETENTION**

20 years after the case is closed

#### NOTARY BOND FILES

These files document municipal employees providing service to municipal agencies as notaries public. They include valid certificates, copies of bonds, and any related correspondence.

#### **RETENTION**

1 year after expiration or renewal of bond.

#### NOTICES OF INTENTION

The City Council shall give "notice of its intention make the improvements and to levy assessments to pay all or part of the costs of the improvements" before a special improvement district is created.

#### **RETENTION**

2 years after final action

#### OATHS

These files contain copies of signed oaths required by all officials of municipal offices, whether elected or appointed, before entering the duties of their respective offices.

#### **RETENTION**

Permanent

#### OPEN MEETING AGENDAS, MINUTES, AND PUBLIC MATERIALS

Approved minutes of an open meeting are the official record of the meeting of a public body. Contained in or with the minutes shall be the substance of all matters proposed, discussed or decided and votes taken. This includes the agenda, notices, and any public materials distributed at the meeting.

#### **RETENTION**

Permanent

#### OPEN MEETINGS RECORDINGS

Audio or video recordings document what transpired in open meetings of public bodies and are the official record of the meeting until the meeting minutes are approved.

##### **RETENTION**

4 years after official written minutes are approved

#### ORDINANCES

These files contain the legislative action of City Council to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or conditions authorized by Utah Code. An ordinance includes a number, a title, preamble, an ordaining clause, the body or subject of ordinance, when applicable, penalty of violation, effective date, signature of the mayor or acting mayor, and municipal seal.

##### **RETENTION**

Permanent

#### PETITIONS

These files contain formal written petitions from citizens or municipal departments. Petitions state the issue of concern and list names and signature of citizens requesting a particular action.

##### **RETENTION**

5 years after resolution of issue

#### PROOF OF PUBLICATION RECORDS

These files contain evidence of the publication of a document or public notification appearing in a local newspaper, on the State Public Notice website, or other places required by Utah State law, usually for hearings, sale of bonds, budget, and Council or other public meetings.

##### **RETENTION**

6 years

#### PROTEST FILES

These are written protests by owners of property to be assessed in a special improvement district. The governing body hears protests and approves changes or cancels districts.

##### **RETENTION**

2 years after resolution of issue

#### PUBLIC PRESENTATIONS

Speeches, addresses and comments. Remarks made at formal ceremonies and during interviews by heads of agencies or their senior assistants concerning the programs of their agencies.

##### **RETENTION**

Permanent

#### PUBLICATIONS

Any record, regardless of format, that is issued by a governmental entity for public distribution at the total or partial expense of that governmental entity.

#### RETENTION

Permanent

#### REAL ESTATE ACQUISITION FILES

These records document the purchase of real property by the municipality. They include the contract and related correspondence.

#### RETENTION

7 years after disposition of asset

#### RECORDS DESTRUCTION LOG

This is a list of documents which have met their scheduled retention and have been destroyed.

#### RETENTION

6 years

#### RECORD TRANSFER SHEETS

These are listings of municipal agency records transferred to the State or a municipal records center. The information may include records series number, agency name and address, records officer's name and signature, chief administrative officer's name, records series title and inclusive dates, classification information, accession number, agency box number, description of box contents, and records center box location.

#### RETENTION

5 years after records are destroyed

#### REDEVELOPMENT AGENCY CERTIFICATION FILES

These files document the approval and certification process of all official redevelopment projects. They contain all documents necessary to certify a project including consultant's reports, a copy of the redevelopment plan, a report detailing reasons for the selection of the project area, a description of physical social, and economic conditions in the area, a financial analysis of the project, consultant proposals, a plan detailing methods for the relocating of all families and persons in the redevelopment area, an analysis of the preliminary plan, a report with the planning commission recommendations, a blight survey, notices of hearings, copies of minutes of hearings, and copies of resolutions.

#### RETENTION

Permanent

#### REQUEST FOR PROPOSAL RECORDS

These records are bids and proposals to provide products or services for a governmental entity. Information includes preliminary requirements for procurement of a commodity or service.

These records also include unsuccessful bids and proposal files.

#### RETENTION

4 years after project complete and warranties have run

### RESOLUTIONS

These are formal statements of a decision, or expression of opinion put before or adopted by the City Council. They may perform the same function as an ordinance. Resolutions may include the following: establishing water and sewer rates, charges for garbage collection and fees charged for municipal services, establishing policies and guidelines, and regulating the use and operation of municipal property.

#### **RETENTION**

Permanent

### STREET/ALLEY VACATING RECORDS

These records pertain to the removal of a portion of the public right-of-way and deeding the property to the adjacent property owners. The records may include copies of petitions, investigative reports by city staff, planning commission minutes, the report form planning commission to City Council, City Council minutes, ordinances, and legal description.

#### **RETENTION**

Gets Recorded with Tooele County, then to Recorder's Office for Permanent Retention

### SURPLUS PROPERTY DISPOSITION FILES

These files document the sale of surplus municipal property. Includes invitations, bids, acceptances, lists of materials, evidence of sales, and related correspondence.

#### **RETENTION**

6 years after final action

### SYSTEM STUDIES FINAL REPORTS

These are the final reports of various studies (i.e. program analyses, project studies) by private and other government agencies.

#### **RETENTION**

Permanent

### WATER STOCK PURCHASE FILES

These files document municipal purchase of water stock from irrigation companies and/or individuals. Each year the municipality is billed for the annual assessment of water stock. These files are used to verify purchase and for yearly assessment purposes.

#### **RETENTION**

10 years after sale of stock

### UNSUCCESSFUL GRANT APPLICATION FILES

These files document the rejection or withdrawal of grant applications. They include memoranda, correspondence, and other records relating to the decision to reject the grant proposal. *OR Each department keep their own?*

#### **RETENTION**

3 years after final action

## **SPECIAL ASSESSMENT RECORDS**

### NOTICES OF INTENTION

The City Council shall give notice of its intention to make the improvements and to levy assessments to pay all or part of the costs of the improvements before a special improvement district is created.

#### **RETENTION**

2 years

### PROTEST FILES

These are written protests by owners of property to be assessed in a special improvement district. The governing body hears protests and approves changes or cancels districts.

#### **RETENTION**

2 years

**PUBLIC NOTICE**

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 7, 2025 immediately following the Redevelopment meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecity.gov](http://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](mailto: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](mailto: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. **Introduction of 2024-2025 Library Teen Advisory Council**  
*Presented by Chase Randall, Library Director*
5. **Resolution 2025-31 A Resolution of the Tooele City Council Appointing Shilo Baker as City Recorder of Tooele City**  
*Presented by Debbie Winn, Mayor*
6. **Public Hearing and Motion on Ordinance 2025-11** An Ordinance of the Tooele City Council to Approve a Zoning Map Amendment Request by Perry Homes to Consider Approval for the Compass Point RSD Zoning Ordinance and to Re-Assign the Zoning for 1,227 Acres Located from Approximately 1000 North to the City's Northern Boundary and from 1200 West to Approximately Berra Boulevard from the R1-7 Residential and GC General Commercial Zoning Districts to the Compass Point RSD Zoning District  
*Presented by Andrew Aagard, Community Development Director*
7. **Public Hearing and Motion on Resolution 2025-24** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025  
*Presented by Shannon Wimmer, Finance Director*
8. **Resolution 2025-25** A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2025-2026, and Establishing the Time and Place of a Public Hearing to Consider its Adoption  
*Presented by Debbie Winn, Mayor*
9. **Third Quarter Economic Development Update**  
*Presented by John Perez, Economic Development Director*
10. **Resolution 2025-26** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with XCEL General Contracting for the Demolition and Removal of a City-Owned Building at 126 North Broadway  
*Presented by John Perez, Economic Development Director*

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2025-11**

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY LOCATED NEAR 1405 CONIFER STREET.**

WHEREAS, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a "comprehensive, long-range plan" (hereinafter the "General Plan") by each Utah city and town, which General Plan contemplates and provides direction for (a) "present and future needs of the community" and (b) "growth and development of all or any part of the land within the municipality"; and,

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

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

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

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of "land use [i.e., zoning] ordinances and a zoning map" that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

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

WHEREAS, on February 4, 2015, the City Council approved Ordinance 2015-04, enacting an Overlake land use plan and zoning document for those areas of Overlake located outside the Overlake Planned (P) zoning district; and,

WHEREAS, on July 21, 2021, the City Council approved Ordinance 2021-07, enacting Tooele City Code Chapter 7-14b regarding Residential Special Districts (RDS), in which developers and the City can negotiate and enact a unique zoning district and land use regulation governing development in the RDS; and,

WHEREAS, the City has received an application for the Compass Point RSD from Perry Homes entities, seeking to create an RSD for approximately 1,696 acres and approximately 3,300 dwelling units of a variety of product types, including garden homes, courtyard homes, town homes, and larger-lot single-family homes (see RDA application attached as **Exhibit A**); and,

WHEREAS, the Overlake general plan and zoning document enacted by Ordinance 2015-04 calls for medium-density residential development, including single-family and multi-family units, consistent with the Compass Point RSD application; and,

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

WHEREAS, City Administration recommended to the Planning Commission approval of the Compass Point RSD (see the City staff report contained in **Exhibit C**); and,

WHEREAS, on April 9, 2025, the Planning Commission convened a duly-noticed public hearing, accepted public comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit D**); and,

WHEREAS, on May 7, 2025, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance and the RSD zoning amendments proposed therein are in the best interest of the City in that they will increase single-family and multi-family residential housing product availability, are consistent with the desires of the affected property owners, and are consistent with the Overlake general plan and zoning document enacted by Ordinance 2015-04, the City's General Plan and Land Use Plan, and the City's Moderate-Income Housing Plan; and,
2. the Zoning Map is hereby amended for the approximately 1,696 acres of Perry Homes entity property located in the Overlake area of the City to be known as Compass Point, as shown in the attached RSD land use regulation document (**Exhibit B**); and,
3. the Compass Point RSD is governed under the terms of the Compass Point RSD land use regulation document (**Exhibit B**), and to the extent not so governed, will be governed by the Tooele City Code; and,
4. Tooele City Code Chapter 7-14c is hereby enacted for the Compass Point RSD.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this



7<sup>th</sup> day of May, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

[Signature]

\_\_\_\_\_

Melodi Grech

\_\_\_\_\_

Justin Brady

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. White

\_\_\_\_\_

ATTEST:

[Signature]  
Michelle Y. Pitt, City Recorder



Approved as to Form:

[Signature]  
Roger Evans Baker, Tooele City Attorney

## Tooele RDA and City Council Work Meeting Minutes

**Date:** June 4, 2025

**Time:** 6:00 p.m.

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

### Council Present

Maresa Manzione  
Melodi Gochis  
Justin Brady  
Ed Hansen  
Dave McCall

### Staff Present

Mayor Debbie Winn  
Andrew Aagard, Community Development Director  
Paul Hansen, City Engineer  
Shannon Wimmer, Finance Director  
Kent Page, City Planner  
Kami Perkins, HR Director  
Chase Randall, Library Director  
Roger Baker, City Attorney  
Michelle Pitt, City Recorder  
Loretta Herron, Deputy City Recorder  
Shilo Baker, Mayor's Assistant  
Adrian Day, Police Chief  
Darwin Cook, Parks and Recreation Director  
John Gossett, Planning Commissioner  
Cody Lopez, Oquirrh Hills Golf Pro

Minutes Prepared by Alicia Fairbourne

### 1. Open City Council Meeting

Chairman Brady called the meeting to order at 6:00 p.m.

### 2. Roll Call

Councilwoman Manzione, Present  
Councilwoman Gochis, Present  
Chairman Brady, Present  
Councilman Hansen, Present  
Councilman McCall, Present

### **3. Mayor's Report**

Mayor Debbie Winn delivered her report, focusing on the Tooele City Fire Department's Recruitment Academy graduation held on June 3, 2025, at Fire Station Number Three. The ceremony honored 23 graduates, including seven from Tooele City: Austin Fuel, Maycee Hogan, Aubrey Kimber, Mike Madrid, Bailey Sherman, Archer Wagner, and Eric Carell. She praised the dedication of these volunteer firefighters and highlighted Assistant Fire Chief Nate Remington's leadership as the lead instructor, emphasizing that all training hours were unpaid. The graduating class also included members from Grantsville, North Tooele, Stockton, Tooele County, and Vernon Fire Departments. The Mayor expressed gratitude for their commitment to community safety.

### **4. Council Members' Report**

Councilman McCall described his visits to the Desert Peak High School open house and the Memorial Day ceremony at the Tooele City Cemetery, commending the high school's impressive facilities and suggesting the addition of a swimming pool in an adjacent field. He also thanked Parks & Rec Director Darwin Cook and the Parks Department for maintaining the cemetery.

Councilman Hansen echoed Councilman McCall's praise for the high school and cemetery, noting the latter's excellent condition.

Councilwoman Gochis, unable to attend the fire station graduation due to a family event, reported attending the Memorial Day ceremony at Veterans Park, organized by the Elks Lodge, and a meeting with Congressman John Curtis at the Tooele County Chamber to discuss local needs. She also participated in the Desert Peak High School ribbon-cutting and completed Utah State Library training to secure an \$8,000 grant, sharing her personal connection to libraries through her mother's 40-year career as a librarian.

Councilwoman Manzione attended the high school tour, the fire school graduation, and a clean energy event with Congressman John Curtis at Fluence Energy. She also joined a meeting with the governor to discuss the state's goal of building 35,000 starter homes in five years, noting Tooele's contributions through approving townhomes.

Chairman Brady reported attending the Memorial Day event, the high school open house, the John Curtis event, and the fire school graduation, expressing appreciation for the fire department and the completed high school.

### **5. Discussion Items**

#### **a. Discussion on Proposed Amendments to Tooele City Code 7-1-5 Definitions and Tables 1, 2, and 3 of Tooele City Code 7-14 Residential Zoning Districts Regarding Duplexes, Town Homes, Condominiums, and Associated Lot Sizes and Zero Lot Line Development** *Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented proposed amendments to Tooele City Code 7-1-5 (Definitions) and Tables 1, 2, and 3 of Tooele City Code 7-14 (Residential Zoning Districts) to clarify regulations for duplexes, townhomes, and condominiums. The amendments aimed to address inconsistencies in ordinances, particularly for twin homes and zero lot line development, without introducing new land uses. Mr. Aagard proposed adding definitions for duplexes (two-family dwellings on one shared lot) and twin homes (two-family dwellings with a property line dividing the structure into two privately owned units), classifying twin homes as two-family dwellings. He suggested making condominiums a conditional use in R1-7 and R1-8 zoning districts to allow condo plats for twin homes, correcting their prior prohibition in these zones.

Additionally, he recommended removing outdated references to replaced zones in Table 2, specifying twin home lot sizes as equivalent to single-family lots (e.g., 7,000 sq. ft. in R1-7), and eliminating minimum lot width requirements for MR zones in Table 3, as single-family homes are no longer permitted there.

Footnotes would be added to allow zero lot line setbacks for twin homes in R1-7 and R1-8 zones. Mr. Aagard cited examples like Gossamer Place (duplexes), Porter's Place (condo plat), Shetland Meadows (twin homes under old zoning), and Par Four Estates (twin homes via PUD) to illustrate current practices.

Councilwoman Gochis appreciated the clear explanation, and Councilman Hansen confirmed townhomes are restricted to MR zones. The Council supported advancing the amendments for further review.

**b. Discussion on Animal Licenses**

*Presented by Adrian Day, Police Chief*

Police Chief Adrian Day discussed animal licensing requirements for dogs and cats, which promote responsible pet ownership and track vaccinations. Licenses, required annually and expiring December 31, cost \$10 for sterilized dogs, \$5 for sterilized cats, and \$35 for unsterilized animals, with a doubled late fee after February 28. In 2025, only 104 cats and 1,015 dogs were licensed, likely less than 10% of the pet population, with enforcement primarily occurring through stray dog incidents or bites (595 animal calls, 195 enforcement actions).

A resident suggested waiving annual licensing for chipped pets if owners verified chip registration and vaccinations yearly, a proposal Chief Day supported to ease the burden of renewals. Challenges included low compliance, difficulty enforcing cat licensing due to "community cats," and verifying rabies vaccinations.

Councilwoman Gochis suggested outreach through the city newsletter, pet groomers, and veterinarians to raise awareness, noting that online licensing was already available. Councilwoman Manzione asked if Chief Day proposed eliminating cat licensing, to which he clarified enforcement was challenging but not necessarily eliminated.

The Council supported exploring the chip-based licensing idea and requested it be brought to a future business meeting, emphasizing the importance of rabies vaccinations.

**c. Budget Discussion**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented updates to the budget since the May 7, 2025, meeting. Adjustments included transferring \$4,750 within library line items to increase cleaning from four to six days a week, moving the full \$150,000 cost of a Veterans Park restroom to the park impact fee fund, adding a restroom for Gleneagles Park, increasing wireless services for parks by \$3,000, removing \$40,000 in homeless mitigation funds, and making minor payroll adjustments for insurance changes and step increases.

Councilwoman Gochis inquired about securing future homeless mitigation funds. Mayor Winn explained that the \$40,000 grant was insufficient, as administrative costs and state requirements – such as funding a full-time officer within one mile of the homeless shelter 24/7/365, costing over \$300,000 – outweighed the benefits. She noted Tooele's Tier 2 status limited funding to 2.5%, and she was working with the Utah League of Cities and Towns to pursue Tier 1 status for higher funding. Chief Day added that local homeless individuals were often expelled from the shelter, and state requirements, like signing policy declarations, were unclear and burdensome.

Councilwoman Gochis thanked Mayor Winn, Ms. Wimmer, and HR Director Kami Perkins for presenting a balanced budget without a tax increase, commending the fair allocation of funds and the clarity of the budget book.

**6. Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

A closed meeting was held to discuss personnel (*see attached Sworn Statement signed by Chairman Brady*).

**Motion: Councilwoman Manzione motioned to adjourn to a closed meeting.** Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed.

The meeting recessed at 6:36 p.m.

The following were present during the closed meeting: Chairman Brady, Councilwoman Manzione, Councilman McCall, Councilman Hansen, Councilwoman Gochis, and Mayor Debbie Winn.

**7. Adjourn**

Chairman Brady adjourned the meeting at 6:59 p.m.

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

Approved this \_\_\_\_ day of June, 2025

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Justin Brady, City Council Chair

**Tooele City Council Business Meeting Minutes**

**Date:** June 4, 2025

**Time:** 7:00 pm

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

**City Council Members Present**

Justin Brady  
Melodi Gochis  
Ed Hansen  
Maresa Manzione  
David McCall

**City Employees Present**

Mayor Debbie Winn  
Police Chief Adrian Day  
Michelle Pitt, City Recorder  
Loretta Herron, Deputy City Recorder  
Roger Baker, City Attorney  
Shilo Baker, Mayor's Assistant  
Andrew Aagard, Community Development Director  
Paul Hansen, City Engineer  
Jamie Grandpre, Public Works Director  
Shannon Wimmer, Finance Director  
Chase Randall, Library Director  
Cody Lopez, Oquirrh Hills Golf Pro

Minutes prepared by Alicia Fairbourne

**1. Pledge of Allegiance**

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

**2. Roll Call**

Dave McCall, Present  
Ed Hansen, Present  
Melodi Gochis, Present  
Maresa Manzione, Present  
Justin Brady, Present

### **3. Public Comment Period**

Chairman Brady opened the floor at 7:03 pm.

*Megan Bleazard, Shelby McBride, and Brooke Hill – members of the Grantsville High School girls' golf team* – thanked the City Council and Mayor Winn for allowing them to practice and compete at Oquirrh Hills Golf Course. They shared personal reflections on how the sport and access to the course positively impacted their lives. The team also presented a framed gift to the Council and Mayor as a gesture of appreciation.

*Rick Harrison, Grantsville girls' golf team coach*, expressed gratitude for the ongoing support from the City, praised the condition of the golf course and its staff – particularly Golf Pro Cody Lopez – and noted the exceptional experience his athletes receive compared to other programs. He also commended the City for the quality of England Acres Park. The Council responded appreciatively, and photos were taken with the team.

There being no further public comments, Chairman Brady closed the floor at 7:08 p.m.

### **4. State Funded Grant Previously Funded by VOCA (Victims of Crime Act)**

*Presented by Velynn Matson, City Court Victim Advocate*

Ms. Matson presented an update on the state-funded grant previously funded by the Victims of Crime Act (VOCA). She reported that while many cases were still progressing, a notable 2016 Tooele City homicide case recently went to trial and resulted in a guilty verdict, with sentencing expected in the fall. Ms. Matson shared crime trend data observed in her office, noting a decrease in domestic violence and aggravated assault, a steady but high rate of child sexual assault cases, and an increase in burglaries and stalking. In the past six months, her office assisted with 65 protective orders and provided emergency support services such as shelter, food, rent assistance, and transportation for victims, particularly those aged 30 to 44. She announced that a new grant cycle would begin July 1 and expressed gratitude for the Council's support. Chairman Brady and Mayor Winn thanked Ms. Matson for her work, with Mayor Winn noting that the upcoming budget included funding to expand Ms. Matson's role to full-time.

### **5. Ordinance 2025-10 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented the proposed ordinance and explained that the ordinance allowed the City Council and administration to more specifically exercise discretion when determining whether to accept water rights offered by developers. The update responded to concerns about over-appropriated water sources in eastern Tooele Valley and the difficulty in developing new water sources. The proposed changes would allow the City to reject rights that lacked demonstrable potential for development, thereby protecting the city's water system from nonviable or overlapping rights. The ordinance would remain in effect for up to six months while a permanent regulation was studied and developed.

Council members asked clarifying questions about who determined sufficiency, and Mr. Baker affirmed that the decision would ultimately rest with the Council and Mayor, advised by city staff and the Utah Division of Water Rights. Councilman Hansen voiced concern about whether rejecting rights might challenge their validity, to which Mr. Baker responded that the City was not invalidating rights but rather exercising due diligence in evaluating them.

The Council Members expressed support, viewing the ordinance as a protective measure.

**Motion: Councilwoman Gochis moved to approve Ordinance 2025-10, an Ordinance of Tooele City enacting a temporary land use regulation amending Tooele City Code Section 7-26-3**



**regarding water rights exactions.** Councilman McCall seconded the motion. The vote was as follows: Councilwoman Manzione, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Abstain”; Councilman McCall, “Aye”; Chairman Brady, “Aye”. The motion passed 4-0 with 1 abstaining.

**6. Ordinance 2025-17 An Ordinance of Tooele City Amending Tooele City Code 10-2-7 Regarding Designated Truck Routes for Large Vehicles**

*Presented by Adrian Day, Police Chief*

Police Chief Adrian Day presented Ordinance 2025-17, which amended Tooele City Code Section 10-2-7 regarding designated truck routes for large vehicles. Chief Day explained that the changes addressed problematic truck traffic by removing Pine Canyon Road and Droubay Road from the designated route list on the east side of the city, as those roads lacked suitable access and related infrastructure. The ordinance also eliminated the provision allowing the police chief to grant written exceptions, noting that Section 4 already adequately covered permissible deviations for deliveries, construction, and business access. On the west side, the ordinance clarified routing through Utah Avenue and 1100 West to prevent trucks from cutting through neighborhoods near schools. Additionally, it reclassified violations for improper parking as civil citations while maintaining Class B misdemeanors for illegal driving.

The Council had no questions, having previously reviewed the item during a work meeting.

**Motion: Councilman Hansen moved to approve Ordinance 2025-17, an Ordinance of Tooele City amending Tooele City Code Section 10-2-7 regarding designated truck routes for large vehicles.** Councilwoman Manzione seconded the motion. The vote was as follows: Councilwoman Manzione, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilman McCall, “Aye”; Chairman Brady, “Aye”. The motion passed unanimously.

**7. Resolution 2025-48 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Increase the Non-Resident Library Card Fee**

*Presented by Chase Randall, Library Director*

Mr. Randall presented the resolution which proposed an increase in the non-resident library card fee from \$30 to \$40 per year. He explained that Tooele City residents receive library cards at no additional cost, funded through property taxes, while approximately 1,000 non-residents, primarily from Stansbury Park, Erda, and Grantsville, currently pay the annual fee. The fee had not been updated since 2015. Mr. Randall calculated the true per-resident cost to the City at \$32.93, indicating that residents were subsidizing non-resident access. The proposed fee adjustment was designed to eliminate that subsidy and would take effect on July 1, 2025, giving time to notify cardholders. He compared the rate to Salt Lake County's \$180 household-based model and Grantsville's \$10 fee, noting differences in service levels and collection sizes. He also highlighted the library's participation in the Beehive Library Consortium and interlibrary loan program as added value.

Council Members supported the proposal and praised the library's services.

**Motion: Councilwoman Gochis moved to approve Resolution 2025-48, a Resolution of the Tooele City Council amending the Tooele City Fee Schedule to increase the non-resident library card fee.** Councilwoman Manzione seconded the motion. The vote was as follows: Councilwoman Manzione, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilman McCall, “Aye”; Chairman Brady, “Aye”. The motion passed unanimously.

8. **Resolution 2025-49 A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointments of Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors**

*Presented by Chase Randall, Library Director*

Mr. Randall presented the proposed resolution, requesting the Council's consent to Mayor Winn's appointments of Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors for three-year terms. Mr. Randall explained that the board had four vacancies due to resignations and expiring terms, and the three appointees were selected from a pool of five applicants. He introduced each appointee, highlighting their community involvement and enthusiasm for the library.

Jesi Lloyd is a homeschooling mother of four with strong ties to the library and the community. Denece Hall, a long-time Tooele resident and former City employee, expressed gratitude for the opportunity to serve and give back. Kalani Mascherino has actively volunteered with the Friends of the Library and looked forward to supporting library programs and outreach.

Council Members thanked the appointees for their willingness to serve.

**Motion: Councilwoman Manzione moved to approve Resolution 2025-49 consenting to Mayor Winn's appointments of Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors.** Councilman McCall seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". The motion passed unanimously.

9. **Library Annual Report**

*Presented by Chase Randall, Library Director*

Mr. Randall presented the annual report for the Tooele City Library, highlighting achievements and statistics from the past fiscal year. The library maintained a physical collection of 49,282 items and offered access to 449,356 digital titles via the Libby app, along with nearly 35,000 movies and TV shows through the new Kanopy streaming service. Total library visits reached over 160,000 – an 8% increase from the previous year. The library served 9,340 cardholders, 9% of whom were non-residents. Physical checkouts totaled over 174,000, while digital checkouts exceeded 106,000, with usage trending toward a more balanced ratio.

Mr. Randall explained that a drop in the reported number of cardholders resulted from a database cleanup during the implementation of a new catalog system, which also blocked expired cardholders from using digital resources until renewing. The library filled only one staff position during the year and operated without requesting a budget increase, aside from cost-of-living adjustments. It also contributed \$10,000 in savings to the City's capital expenditures fund, due in part to reduced costs from equipment upgrades, including a new boiler. Revenue increased by approximately 10%, with projections near \$36,000.

Technology use also rose, with over 21,000 public computer and Wi-Fi sessions recorded. Program participation grew as well, with over 2.8 million minutes read in the summer reading program and nearly 1,530 participants. A total of 263 programs were held, attracting more than 14,000 attendees.

Completed projects included the new catalog system, water-wise landscaping improvements, stamped concrete installation, and boiler replacement. Mr. Randall concluded by inviting questions, and the Council expressed appreciation for his leadership and the library's continued progress.

**10. Resolution 2025-50 A Resolution of the Tooele City Council Approving an Agreement with SKM for SCADA System Design Work at the Water Reclamation Facility**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented Resolution 2025-50, which approved an agreement with SKM for SCADA system design work at the Water Reclamation Facility. He explained that the \$36,000 not-to-exceed contract would fund design services for the SCADA (Supervisory Control and Data Acquisition) system and electrical instrumentation and controls as part of the facility's Phase One upgrade project. The scope of work would focus primarily on ultraviolet (UV) system improvements. Mr. Grandpre noted that SKM would bill based on actual work performed, up to the contract limit. There were no questions from the Council.

**Motion: Councilman Hansen moved to approve Resolution 2025-50, a resolution of the Tooele City Council approving an agreement with SKM for SCADA system design work at the Water Reclamation Facility.** Councilman McCall seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". The motion passed unanimously.

**11. Resolution 2025-47 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented the resolution and requested the Council to declare certain technology-related equipment from the police department's IT division as surplus. She explained that the items had exceeded their useful life and no longer met the city's technology needs. In accordance with city policy, the equipment had been retained as long as possible to salvage usable parts, and the City would now seek to recycle as many of the items as feasible. There were no questions from the Council.

**Motion: Council Member McCall moved to approve Resolution 2025-47, a Resolution of Tooele City Council declaring surplus certain technology related equipment and authorizing its disposal.** Councilwoman Manzione seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". The motion passed unanimously.

**12. Invoices & Purchase Orders**  
**Presented by Michelle Pitt, City Recorder**

There were none.

**13. Minutes**

**~May 21, 2025 Work Meeting**

**~May 21, 2025 Business Meeting**

There were no corrections.

**Motion: Councilwoman Manzione moved to approve the May 21, 2025 Work Meeting and May 21, 2025 Business Meeting Minutes as presented.** Councilman McCall seconded the motion. The vote was as follows: Councilwoman Manzione, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". The motion passed unanimously.

**14. Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 7:47 p.m.

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

Approved this \_\_\_\_ day of June, 2025

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Justin Brady, City Council Chair

DRAFT