

## PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, January 18, 2023, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

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.org](mailto:cmpubliccomment@tooelecity.org) 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. **Public Hearing & Motion on Ordinance 2023-02** An Ordinance of the Tooele City Council Vacating a Dedicated Public Utility Easement on Lot 521 of the Settlement Pointe Subdivision, Phase 5  
*Presented by Jim Bolser, Community Development Director*
5. **Public Hearing & Motion on Ordinance 2023-06** An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.85 Acres of Property Located at the North West Corner of the Intersection of 2200 North and Berra Boulevard From RR-5 Residential to R1-8 Residential  
*Presented by Jim Bolser, Community Development Director*
6. **Resolution 2023-06** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointments of Melodi Gochis and Doug Newell to the Planning Commission  
*Presented by Debbie Winn, Mayor*
7. **Resolution 2023-04** A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for NAPA Auto Parts Development  
*Presented by Jared Stewart, Economic Development Director*
8. **Resolution 2023-05** A Resolution of the Tooele City Council Authorizing the Execution of Lease Documents for Leasing a Parks and Recreation Backhoe  
*Presented by Darwin Cook, Parks & Recreation Director*
9. **Resolution 2023-07** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Dow James and Youth Center Buildings  
*Presented by Darwin Cook, Parks & Recreation Director*

**10. Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

**11. Minutes**

*~January 4, 2023 City Council & RDA Work Meeting*

*~January 4, 2023 City Council & RDA Business Meeting*

**12. 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.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**TOOELE CITY CORPORATION**

**ORDINANCE 2023-02**

**AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING A DEDICATED PUBLIC UTILITY EASEMENT ON LOT 521 OF THE SETTLEMENT POINTE SUBDIVISION, PHASE 5.**

**WHEREAS**, Danielle Andersen (the “property owner”) has petitioned the City to vacate a certain public utility easements (the “PUE”) located along the existing west rear lot line and north side lot line of parcel 12-107-0-0521, also known as lot 521, in the Settlement Pointe Subdivision, Phase 5; and,

**WHEREAS**, the petition satisfies the requirements of U.C.A. §10-9a-609.5 (the petition, attached as **Exhibit A**, together with the subdivision plat including the PUE, attached as **Exhibit C**); and,

**WHEREAS**, the property owner has notified, and has received the signatures on an amended subdivision plat from, Questar Gas, Rocky Mountain Power, CenturyLink, and Comcast (see attached as **Exhibit B**); and,

**WHEREAS**, the property owner has represented, consistent with the utility company signatures, that there are currently no utilities in the PUE; and,

**WHEREAS**, no Tooele City utilities are located, or contemplated to be located, within the portions of the PUE to be vacated; and,

**WHEREAS**, the City Council convened a duly-noticed public hearing on the vacation petition on January 18, 2023; and,

**WHEREAS**, good cause exists for the vacation, and the vacation is not anticipated to materially injure the public interest or any private person, inasmuch as:

- the property is under single ownership
- the property owner has petitioned for the vacation
- the current lot lines and PUE interior to the Property will serve no public or private purpose
- no public or private utilities are located or contemplated to be located within the PUE
- the above-referenced utility companies have agreed to the vacation
- the public hearing identified no reason why the vacation should not be approved; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL** that the petition to vacate the public utility and drainage easement located on the property’s west rear lot line and north side lot line, as depicted in the Settlement Pointe Subdivision, Phase 5 plat, shown in **Exhibit C**, is hereby approved.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_  
Justin Brady

\_\_\_\_\_  
Justin Brady

\_\_\_\_\_  
Dave McCall

\_\_\_\_\_  
Dave McCall

\_\_\_\_\_  
Tony Graf

\_\_\_\_\_  
Tony Graf

\_\_\_\_\_  
Ed Hansen

\_\_\_\_\_  
Ed Hansen

\_\_\_\_\_  
Maresa Manzione

\_\_\_\_\_  
Maresa Manzione

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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

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

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. City Charter Section 2-05. UCA 10-3-704(11).)

ATTEST:

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

S E A L

Approved as to Form:

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



**EXHIBIT A**

**VACATION PETITION**

December 7, 2022

RE: Utilities Easement Request

ATTN: Jamie Grandpre, Director  
90 N Main St  
Tooele, UT

Hi Jamie,

My name is Danielle Andersen and I am requesting a utilities waiver for the property located at 872 Pioneer Ave, Tooele, UT 84074 to build a shed. Lowes has been contracted to complete the work and in order to obtain the building permit they need a utilities waiver.

The shed is planned to go in the Northwest Corner of the property and 4-5 feet away from the fence lines. Please find the attached letters from utilities.

Please feel free to reach out to me with any additional questions. My contact information is below.

Thank you,

Danielle Andersen  
435-841-0399  
Danielle.joe27@gmail.com



## **EXHIBIT B**

### **UTILITY SIGNATURES**



**Public Works Department**  
**90 N Main St. Suite 101**  
**Tooele, Utah 84074**  
**Phone: 435.843.2130**

December 23, 2022

Danielle Anderson  
872 Pioneer Ave  
Tooele, Utah 84074

To whom it may concern:

Tooele City Public Works Department has no water, wastewater or storm drain utilities that are within the easement that need to have protection at this time.

Please feel free to contact me or Tiffany Day in my office if additional information is needed.

Sincerely,

Jamie Grandpre  
Public Works Director

November 29, 2022

Re: Request 8310631 Morgan 872 S Pioneer Ave, Tooele, UT

To Whom it May Concern:

As you requested, Rocky Mountain Power hereby consents to an encroachment into the utility easements on the northwest corner of the property located at 872 S Pioneer Ave, Tooele, UT to build a shed.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Power Company lines.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power company harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

*Austin Veater*

Austin Veater  
Estimating Department  
435-833-7946

Space above for County Recorder's use

PARCEL I.D.# 12-107-0-0522

### DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Dominion Energy Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Tooele County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 522, Settlement Pointe Phase 5 Subdivision, located in the Northwest quarter of Section 23, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Tooele County, Utah; said Subdivision recorded in the Office of the County Recorder for Tooele County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on December 2, 2022.

QUESTAR GAS COMPANY

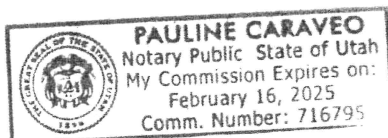
Dbas Dominion Energy Utah

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

*[Signature]*  
Authorized Representative

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

On December 2, 2022, personally appeared before me RICHARD HEWSTROM, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Dominion Energy Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.



*[Signature]*  
\_\_\_\_\_  
Notary Public



Comcast Cable Communications, Inc.  
1350 E. Miller Ave.  
Salt Lake City, Utah 84106  
801-401-3041 Tel  
801-255-2711 Fax

December 1, 2022

Danielle Morgan  
872 Pioneer Ave  
Tooele, UT 84074

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the property lines of 872 Pioneer Ave, Tooele, UT 84074. As long as it does not interfere with or deny access to our existing facilities (Poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

*Molly Malone*

Molly Malone

Authorized Representative





Date: 12/9/2022

RE  
872 PIONEER AVE TOOEELE, UT

To Whom It May Concern,

As you requested, Lumen hereby consents to DANIEEL, an encroachment of the existing MTN STATES TELEPHONE & TELEGRAPH CO ROW ESMT, northwest property line at 872 PIONEER AVE TOOEELE for the placement of a shed.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Lumen lines, conduit, or other communication facilities, which are or may be located on said easement. Also, all clearances must be maintained from Lumen lines.

It has been determined that there are no existing Lumen cables in this existing easement.

As consideration for Lumen granting you permission to encroach upon said easement, it will be necessary for you to hold Lumen harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Lumen shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

David Sloan  
385-315-6586  
david.sloan2@lumen.com  
Sr Network Implementation Engineer  
Lumen

**EXHIBIT C**

**SUBDIVISION MAPS**

# SETTLEMENT POINTE PHASE 5

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.  
TOOELE CITY, TOOELE COUNTY, UTAH.

GW ENGINEERING. . . . . CIVIL ENGINEERS

## BOUNDARY DESCRIPTION PHASE 5

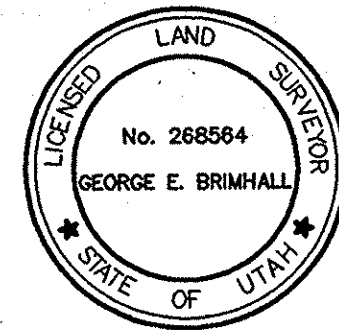
BEGINNING AT A POINT NORTH 00° 25' 05" EAST, 38.13 FEET AND NORTH 89° 40' 11" EAST, 292.29 FEET FROM THE WEST QUARTER CORNER WITNESS CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AS ESTABLISHED BY THE 1982 DEPENDENT RESURVEY, RECORDED IN THE TOOELE COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 900 SOUTH STREET;  
THENCE CONTINUING NORTH 89° 40' 11" EAST ALONG SAID RIGHT-OF-WAY, 656.39 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 5779.65 FEET, A RADIAL BEARING TO SAID POINT BEARS NORTH 37° 47' 43" WEST, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 36;  
THENCE NORTHEASTERLY 381.50 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE, THROUGH AN ANGLE OF 03° 48' 55";  
THENCE NORTH 34° 09' 06" WEST, 184.63 FEET;  
THENCE NORTH 38° 49' 03" WEST, 199.37 FEET;  
THENCE SOUTH 45° 56' 00" WEST, 23.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWEST HAVING A RADIUS OF 433.00 FEET;  
THENCE SOUTHWESTERLY 74.67 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 07° 53' 51" TO THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 19.00 FEET;  
THENCE SOUTHERLY 29.22 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 88° 08' 22";  
THENCE SOUTH 57° 28' 20" WEST, 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 19.00 FEET, A RADIAL BEARING TO THE BEGINNING OF SAID CURVE BEARS NORTH 57° 42' 29" EAST;  
THENCE WESTERLY 29.85 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 90° 00' 00";  
THENCE SOUTH 57° 42' 29" WEST, 196.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 19.00 FEET;  
THENCE SOUTHERLY 29.85 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 90° 00' 00";  
THENCE SOUTH 57° 42' 29" WEST, 60.00 FEET THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 19.00 FEET, A RADIAL BEARING TO THE BEGINNING OF SAID CURVE BEARS NORTH 57° 42' 29" EAST;  
THENCE WESTERLY 29.85 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 90° 00' 00";  
THENCE NORTH 32° 17' 31" WEST, 66.00 FEET;  
THENCE NORTH 57° 42' 29" EAST, 19.06 FEET;  
THENCE NORTH 32° 17' 31" WEST, 115.00 FEET;  
THENCE SOUTH 57° 42' 29" WEST, 135.43 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 298.00 FEET;  
THENCE SOUTHERLY 302.53 FEET ALONG SAID CURVE, THROUGH AN ANGLE OF 58° 09' 58";  
THENCE SOUTH 00° 27' 28" EAST, 99.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 7.32 ACRES.

## SURVEYOR'S CERTIFICATE

I, GEORGE E. BRIMHALL, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 268564 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW.

George E. Brimhall 9/2/98  
DATE



## GENERAL NOTES

- ALL PUBLIC UTILITY EASEMENTS ALONG FRONT AND REAR PROPERTY LINES ARE 10.00 FEET UNLESS OTHERWISE NOTED. SIDE PROPERTY LINE EASEMENTS ARE 5.0 FEET EITHER SIDE OF PROPERTY LINE UNLESS OTHERWISE NOTED.
- SEE RECORD OF SURVEY ON FILE AT THE OFFICE OF THE TOOELE COUNTY SURVEYOR (FILE NO. ) FOR ADDITIONAL FOUND MONUMENT INFORMATION.

BASIS OF BEARING  
N 00°16'06" E  
2825.35'

FOUND 3" BRASS DISC IN HAND WELL  
STAMPED "TSS, R4W, 32-33 WC"

FOUND 3" BRASS DISC IN CONC STAMPED  
32 + 33 R4W  
"TOOELE CO. SURVEYOR" 5 4 T43 1982

## CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	19.00'	29.22'	18.38'	88°08'22"
C2	433.00'	74.67'	37.43'	09°52'51"
C3	30.00'	21.30'	11.12'	40°40'47"
C4	30.00'	21.30'	11.12'	40°40'47"
C5	60.00'	59.71'	32.59'	57°01'05"
C6	60.00'	54.72'	29.43'	52°14'58"
C7	60.00'	60.56'	33.15'	57°50'04"
C8	60.00'	61.13'	33.52'	58°22'33"
C9	60.00'	53.30'	28.56'	50°54'06"
C10	60.00'	28.42'	14.21'	27°22'46"
C11	5779.65'	84.19'	42.10'	00°50'05"
C12	5779.65'	186.38'	93.19'	01°50'51"
C13	5779.65'	65.45'	32.72'	00°38'56"
C14	19.00'	29.85'	19.00'	90°00'00"
C15	530.00'	20.87'	10.34'	02°14'04"
C16	19.00'	29.85'	19.00'	90°00'00"
C17	30.00'	25.23'	13.42'	48°11'23"
C18	60.00'	289.42'	144.71'	27°22'46"
C19	30.00'	22.67'	11.91'	43°18'09"
C20	60.00'	81.10'	48.11'	77°28'31"
C21	60.00'	42.34'	22.10'	40°26'11"

## CURVE DATA

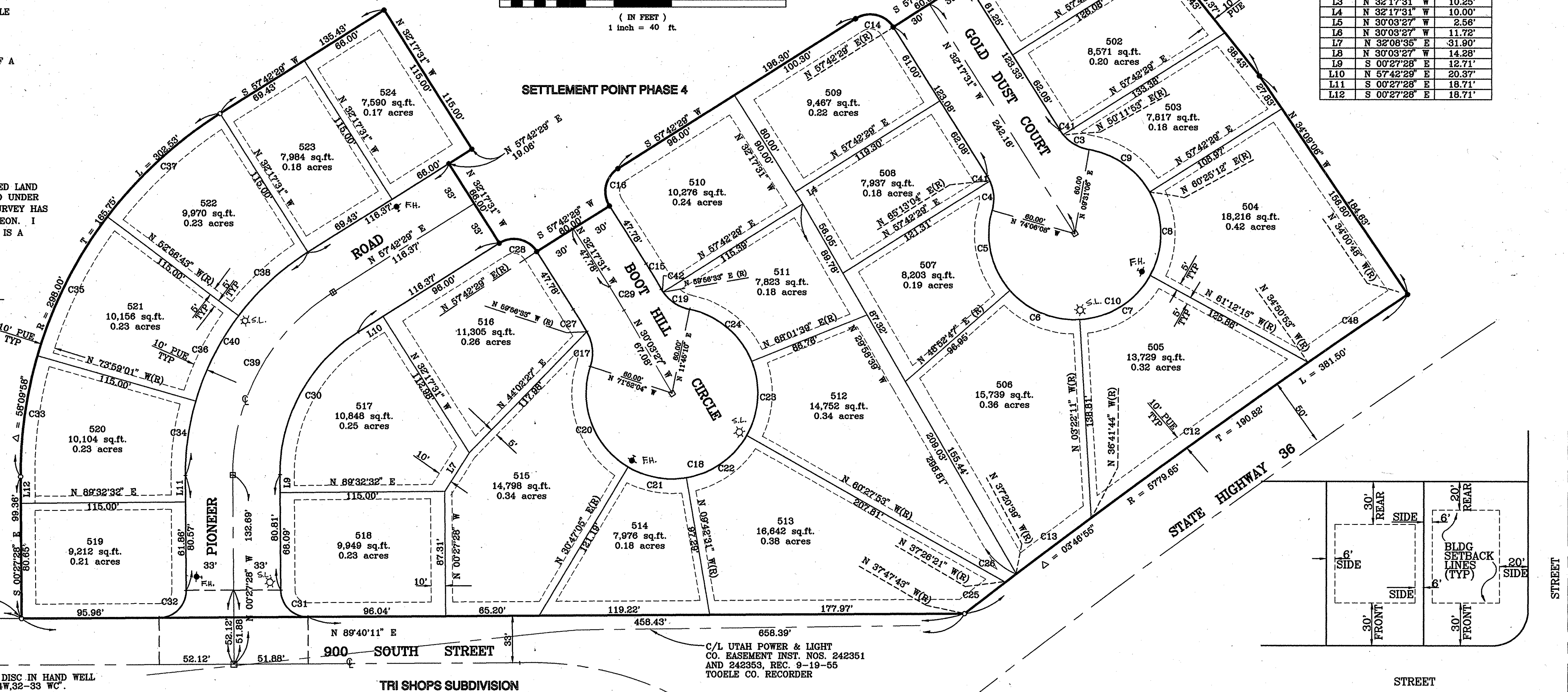
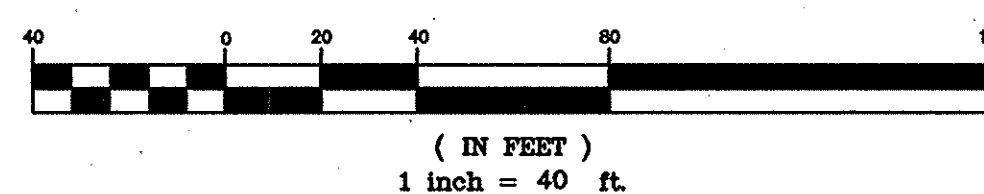
CURVE	RADIUS	LENGTH	TANGENT	DELTA
C22	60.00'	53.05'	28.40'	50°39'49"
C23	60.00'	53.88'	28.91'	51°27'19"
C24	60.00'	59.04'	32.18'	56°22'55"
C25	5779.65'	35.93'	17.96'	00°21'22"
C26	5779.65'	9.57'	4.79'	00°05'42"
C27	470.00'	18.33'	9.17'	02°14'04"
C28	19.00'	29.85'	19.00'	90°00'00"
C29	500.00'	19.50'	9.75'	02°14'04"
C30	117.00'	118.78'	65.08'	58°09'57"
C31	19.00'	29.85'	19.00'	90°00'00"
C32	19.00'	29.85'	19.04'	90°07'39"
C33	298.00'	85.88'	43.14'	16°28'27"
C34	183.00'	52.82'	26.49'	16°28'27"
C35	298.00'	109.42'	55.33'	21°02'19"
C36	183.00'	67.20'	33.98'	21°02'19"
C37	298.00'	107.42'	54.30'	20°39'12"
C38	183.00'	65.97'	33.34'	20°39'12"
C39	150.00'	152.28'	83.43'	58°09'57"
C40	183.00'	165.78'	101.78'	58°09'57"
C41	30.00'	3.93'	1.97'	07°30'36"
C42	30.00'	2.56'	1.28'	04°53'14"

## LEGEND

- FOUND SECTION CORNER MONUMENT AS NOTED.
- SET STANDARD TOOELE CITY MONUMENT FOR STREET CENTERLINE.
- SET 5/8" x 24" LONG REBAR WITH PLASTIC CAP STAMPED "LS 268564"
- SET 5/8" x 24" LONG REBAR WITH PLASTIC CAP STAMPED "LS 268564" AT ALL REAR PROPERTY CORNERS.
- SET PIN AND TAG IN TOP OF CURB STAMPED "LS 268564" AT ALL FRONT PROPERTY LINE PROJECTIONS AND PROPERTY CORNER RETURNS.
- INDICATES FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 268564" FLUSH PER SETTLEMENT POINTE PHASE 5 SUBDIVISION.



## GRAPHIC SCALE



### LINE DATA

LINE	DIRECTION	DISTANCE
L1	S 45°56'00" W	23.41'
L2	N 32°17'31" W	10.25'
L3	N 32°17'31" W	10.25'
L4	N 32°17'31" W	10.00'
L5	N 30°03'27" W	2.56'
L6	N 30°03'27" W	11.72'
L7	N 32°08'35" E	31.90'
L8	N 30°03'27" W	14.28'
L9	S 00°27'28" E	12.71'
L10	N 57°42'29" E	20.37'
L11	S 00°27'28" E	16.71'
L12	S 00°27'28" E	16.71'

## BUILDING SETBACK DETAIL

NTS

## Planning Commission

Approved this 23 Day of Sept  
A.D. 1998 by the Tooele City Planning  
Commission.  
Chairman, Tooele City Planning Commission

## Tooele County Health Department

Approved this 18th Day of DECEMBER  
A.D. 1998.  
Director

## City Land Use Technician

Approved this 4 Day of Dec  
A.D. 1998.  
City Engineer  
Engineer

## Approval as to Form

Approved as to Form, this  
2nd day of December A.D., 1998  
Attorney

## City Council

Presented to the Tooele City Council this  
7th day of Oct. A.D., 1998  
At which time this subdivision was approved and  
accepted.  
Attest. Clerk Chairman, City Council

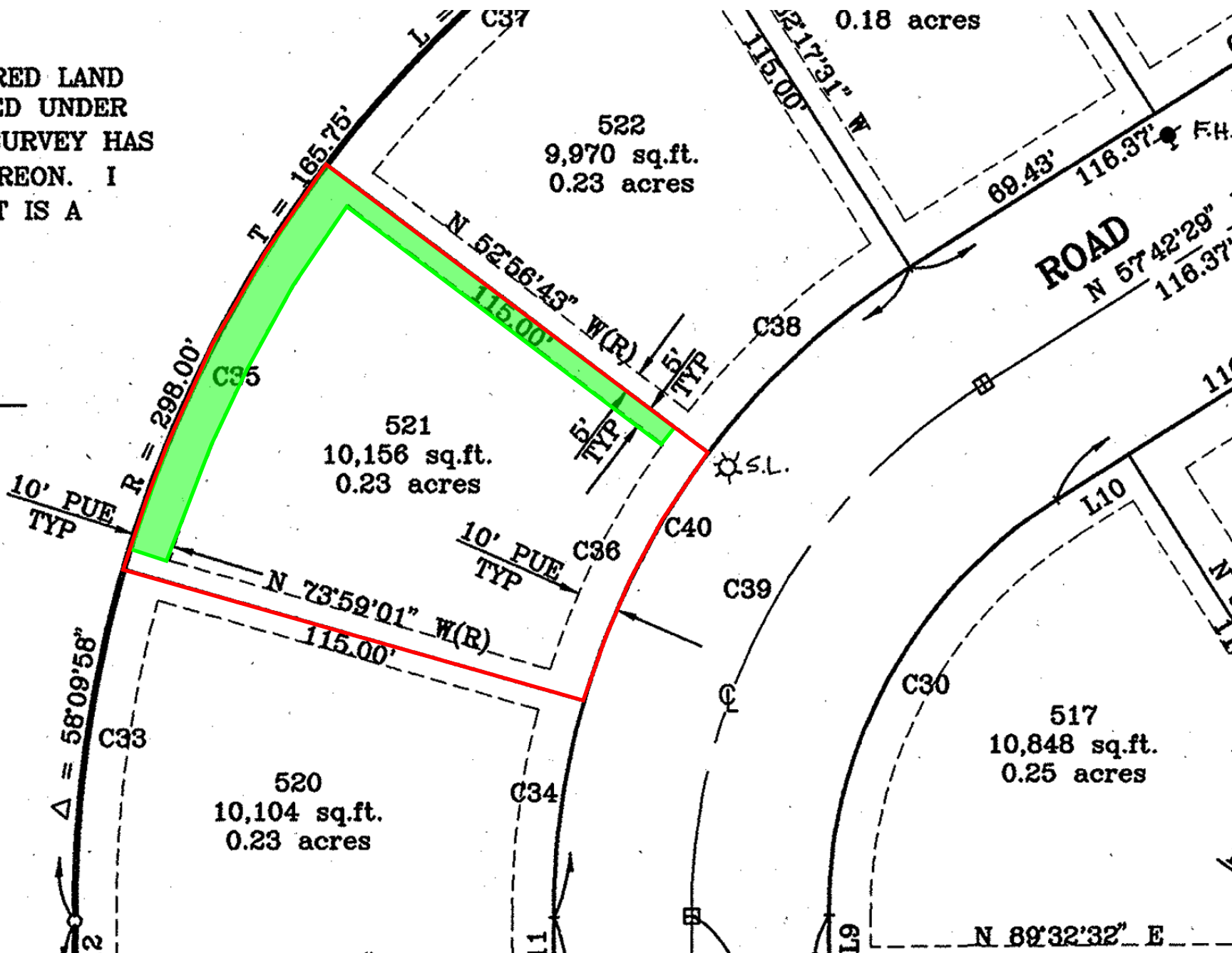
## Tooele County Recorder

Recorded No. 123376  
State of Utah, County of Tooele, Recorded and Filed at the  
Cambridge Homes LC  
Date Dec 18, 1998 Time 12:37pm Book 545 Page 72  
Fee \$54.00  
Recorder



AT I AM A REGISTERED LAND  
8564 AS PRESCRIBED UNDER  
CERTIFY THAT A SURVEY HAS  
AND DESCRIBED HEREON. I  
NOWLEDGE, THIS PLAT IS A  
ED AND HAS BEEN  
ANDARDS AND

DATE 9/21/98



## TOOELE CITY CORPORATION

### ORDINANCE 2023 - 06

#### **AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIMATELY 0.85 ACRES OF PROPERTY LOCATED AT THE NORTH WEST CORNER OF THE INTERSECTION OF 2200 NORTH AND BERRA BOULEVARD FROM RR-5 RESIDENTIAL TO R1-8 RESIDENTIAL.**

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 a Zoning Map amendment for .85 acres of property located at the north west corner of the intersection of 2200 North Berra Boulevard on November 30, 2022, requesting that the Subject Property be reassigned from the RR-5 Residential zone to the R1-8 Residential zone (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Church of Jesus Christ of Latter Day Saints is requesting the change in zoning to accommodate the construction of a seminary facility for the students of the new Deseret Peak High School; and,

WHEREAS, the RR-5 zone requires a lot size minimum of 5 acres and the R1-8 requires a lot size minimum of 8,000 square feet the R1-8 zone better meets the needs of the seminary building regarding lot size and building setbacks whereas the RR-5 would require excess land and setbacks; and,

WHEREAS, the Subject Properties are owned by Eagle Landing, LLC, and are currently designated as Medium Density Residential in the Land Use Element of the General Plan; and,

WHEREAS, the Medium Density Residential land use designation includes the R1-7, R1-8 and R1-10 Residential zoning districts; and,

WHEREAS, on January 11, 2023, 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 January 18, 2023, 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 the education of students attending Deseret Peak High School as well as opportunities for employment of City residents; and,
2. the Zoning Map is hereby amended reassigning the zoning to R1-8 Residential for approximately .85 acres of property located at the north west corner of 2200 North and Berra Boulevard, 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)

---

---

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



# Zoning, General Plan, & Master Plan Map Amendment Application

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



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

Project Information						22-1343	
Date of Submission: 30 Nov 2022		Current Map Designation: RR-5		Proposed Map Designation: R-1-8		Parcel #(s): Portion of 02-143-0-0072	
Project Name: Tooele UT Sr Seminary Zone Change						Acres: .854 acres of 23.75 acres	
Project Address: Northwest corner of 2200 North and Berra Boulevard							
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <u>Zoning Map Amendment</u>							
Brief Project Summary: Rezone a portion of a large parcel to prepare for the Church of Jesus Christ of Latter-day Saints to purchase the property for a new seminary building.							
Property Owner(s): Eagle Landing c/o Tom Holstrom				Applicant(s): Mike Davey			
Address: 2567 West 12420 South				Address: 65 E Wadsworth Park Dr, Suite 205			
City: Riverton		State: UT	Zip: 84065	City: Draper		State: UT	Zip: 84020
Phone:				Phone: 801-631-9722			
Contact Person: Mike Davey				Address: 65 E Wadsworth Park Dr, Suite 205			
Phone: 801-631-9722				City: Draper		State: UT	Zip: 84020
Cellular: 801-631-9722		Fax:		Email: mike@bhdarchitects.com			

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

## Note to Applicant:

Zoning and map designations are made by ordinance. Any change of zoning or map designation is an amendment the ordinance establishing that map for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending the map may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the application and the timing.

For Office Use Only				222-1362	
Received By:		Date Received: 12/2/22		Fees: \$1,100.00	
				App. #: 023139	



Phone 801.571.0010  
Fax 801.571.0303  
Toll Free 888.571.0010  
bhdarchitects.com

65 East Wadsworth Park Drive  
Suite 205 Draper, Utah 84020

Wed, 30 Nov 2022

Tooele City  
Community Development Department  
90 North Main Street  
Tooele, UT 84074

Re: Parcel # 02-143-0-0072  
Attention: To whom it may concern.

In connection with the application for rezoning of a portion of parcel 02-143-0-0072 to R1-8 we submit the following responses.

1. What is the present zoning of the property?
  - a. RR-5.
2. Explain how the proposed zoning is consistent with the current land use designation.
  - a. The current land use designation is Medium Density Residential. The proposed R1-8 zoning is consistent with this land use designation.
3. Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area.
  - a. There is existing R1-8 across the street to the south. There is existing R1-10 to the west of the parcel.
4. Explain how the proposed zoning is suitable for the existing uses of the subject property.
  - a. The existing use (agricultural) of the site is compatible with the R1-8 zoning designation.
5. Explain how the proposed zoning promotes the goals and objectives of Tooele City.
  - a. The proposed zoning brings the zoning designation in line with the current land use designation.

Sincerely,



Mike Davey  
BHD Architects



PROPOSED SEMINARY PARCEL  
AND ROW  
LDS PROP ID 501-3450

I, Nathan B. Weber, certify that I am a Professional Land Surveyor as prescribed under the laws of the state of Utah and that I hold license no. 5152762. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown hereon.

A parcel of land for a seminary building located in the Southwest Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian described as follows:

Beginning at a point at the intersection of the north line of 2200 North Street and the west line of the proposed extension of Berra Boulevard which point is South 00°24'30" East 1222.37 feet along the North-South Quarter Section line of said Section 9 and South 89°41'35" West 65.99 feet from the Center Quarter Corner of said Section 9 and running:

thence South 89°41'35" West 185.32 feet along the North line of 2200 North Street;  
thence North 0°21'52" West 179.00 feet,  
thence North 89°41'35" East 209.00 feet, more or less, to the proposed West line of  
Berra Boulevard;  
thence South 0°21'52" East 149.65 feet along the said proposed West line of Berra  
Boulevard to a tangent curve to the right;  
thence 67.78 feet along the arc of a 30.00 foot radius curve to the right through a  
central angle of 77°50'48" (Long Chord bears South 38°33'32" West 37.70 feet) more  
or less to the point of beginning.

Proposed Right-of-Way Dedication

A parcel of land for the proposed public Right-of-Way for Berra Boulevard located in the Southwest Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian described as follows:

Beginning at a point on the East line of the Southwest Quarter of Section 9, South 0°24'30" East 1043.37 feet from the Center Quarter Corner of Section 9 and running; thence South 0°24'30" East 179.00 feet along the East line of the Southwest Quarter of Section 9 to the north line of Sunset Estates Subdivision Phase 1; thence South 89°41'35" West 65.99 feet along the north line of Sunset Estates Subdivision Phase 1 to a point of curvature with a non tangent curve; thence 40.76 feet along the arc of a 30.00 foot radius curve to the left, center bears North 12°31'05" West, having a central angle of 77°50'46", having a chord bearing North 38°33'32" East for 37.70' to a point of tangency; thence North 02°15'22" West 149.65 feet; thence North 89°41'35" East 42.17 feet to the East line of the Southwest Quarter and the point of beginning.

NOTES:

1. The basis of bearing is North 89°41'57" East (Sunset Estates Subdivision Phase 4) Between the South Quarter Corner and the Center of Section of Section 39, Township 3 South, Range 4 West, Salt Lake Base and Meridian as shown.
2. The purpose of this survey is to create a description for a parcel of land to be used for a seminary building and for the area to be dedicated as public Right-of-Way in Berra Blvd.
3. This does not represent a title search by the surveyor. All title information was provided by others.
4. Parcel has current access to 2200 North Street, a dedicated street or road.

[illegible]

Boundary Surveys  
Topography Surveys  
Subdivisions  
Construction Staking  
A.L.T.A. & A.C.S.M. Surveys

 **DIAMOND**  
LAND SURVEYING

6691 South 701 West Ste. 150  
Midvale, Utah 84047  
Phone (801) 266-5099 Fax (801) 266-5032  
office@diamondlandsurveying.com  
www.diamondlandsurveying.com

PROPOSED PARCEL AND RIGHT-OF-WAY  
VACANT LAND  
TOOELE, UTAH  
LDS PRO ID 501-3450

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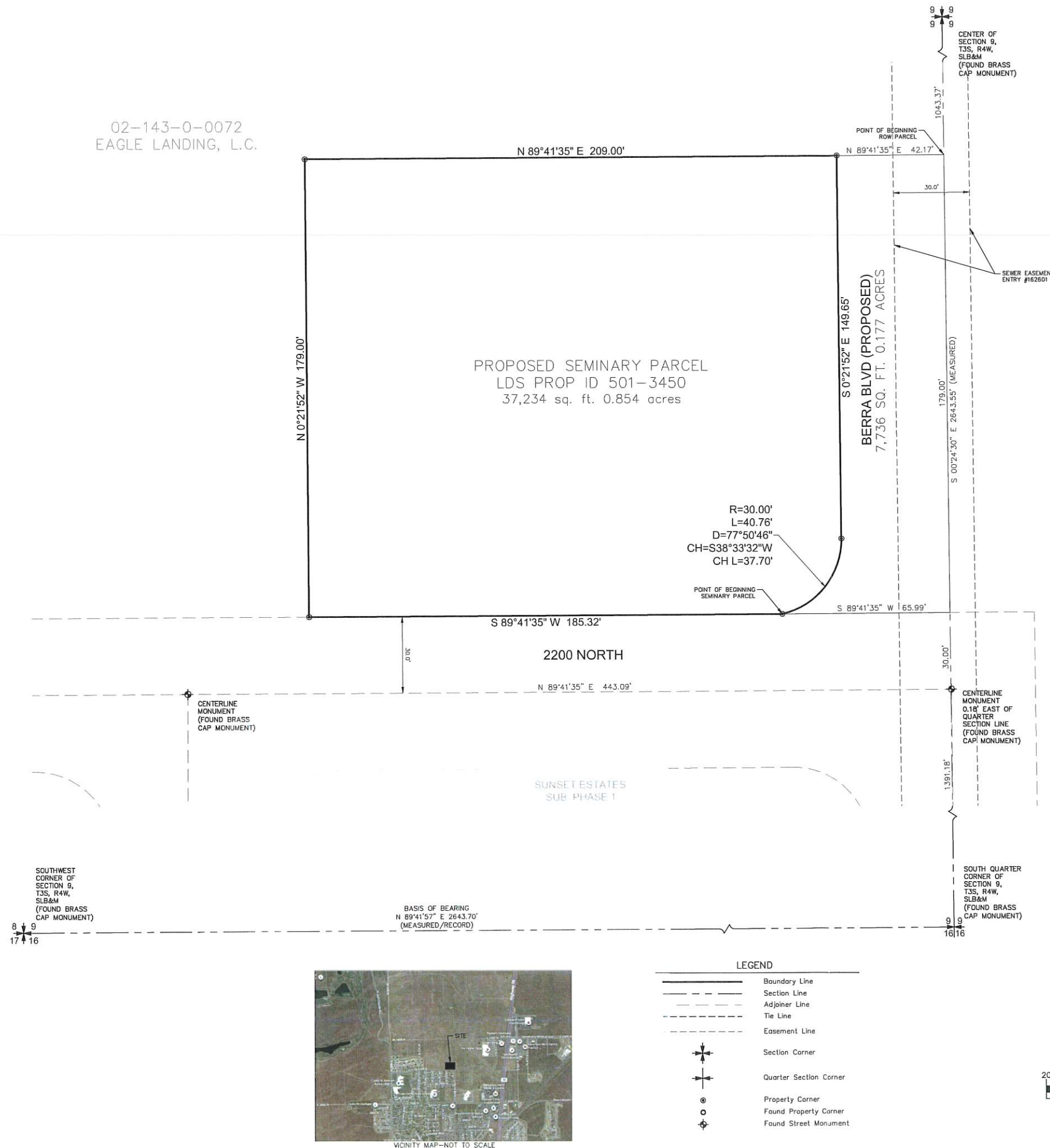
CHURCH OF JESUS CHRIST OF LDS

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ALL REPORTS, DESIGNS, FIELD DATA, FIELD  
NOTES, DRAWINGS, SPECIFICATIONS,  
CALCULATIONS, ESTIMATES OR ANY  
REPRESENTATION CONTAINED HEREON ARE  
THE SOLE PROPERTY OF DIAMOND DESIGN AND  
LAND SURVEYING UNLESS PREVIOUSLY  
ESTABLISHED BY PRECEDENCE OR WRITTEN  
AGREEMENT

DATE PLOTTED	8/3/22
JOB No.	22-032

SHEET

1 OF 1





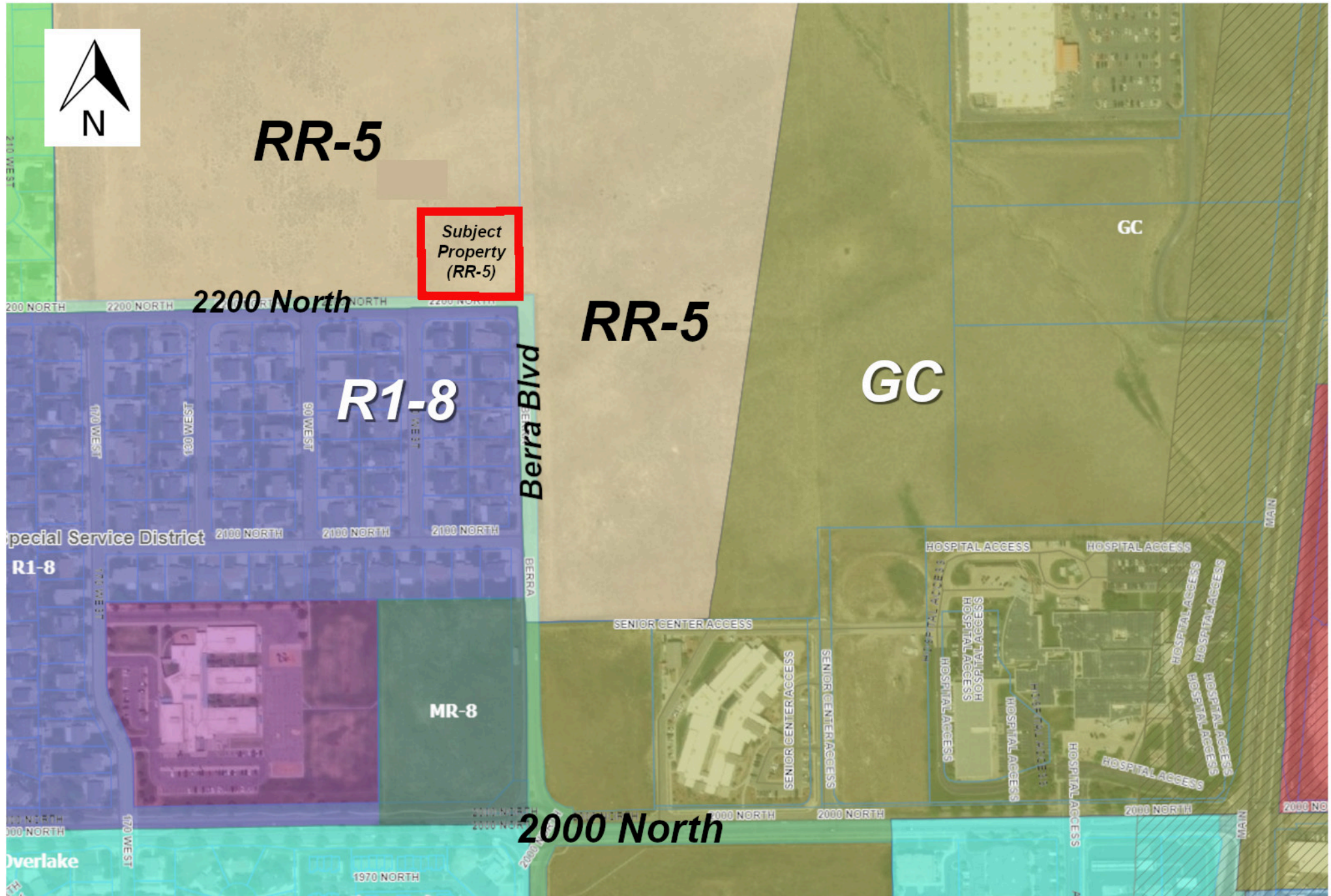
# ***Tooele Senior Seminar Zoning Map Amendment***



***Aerial View***



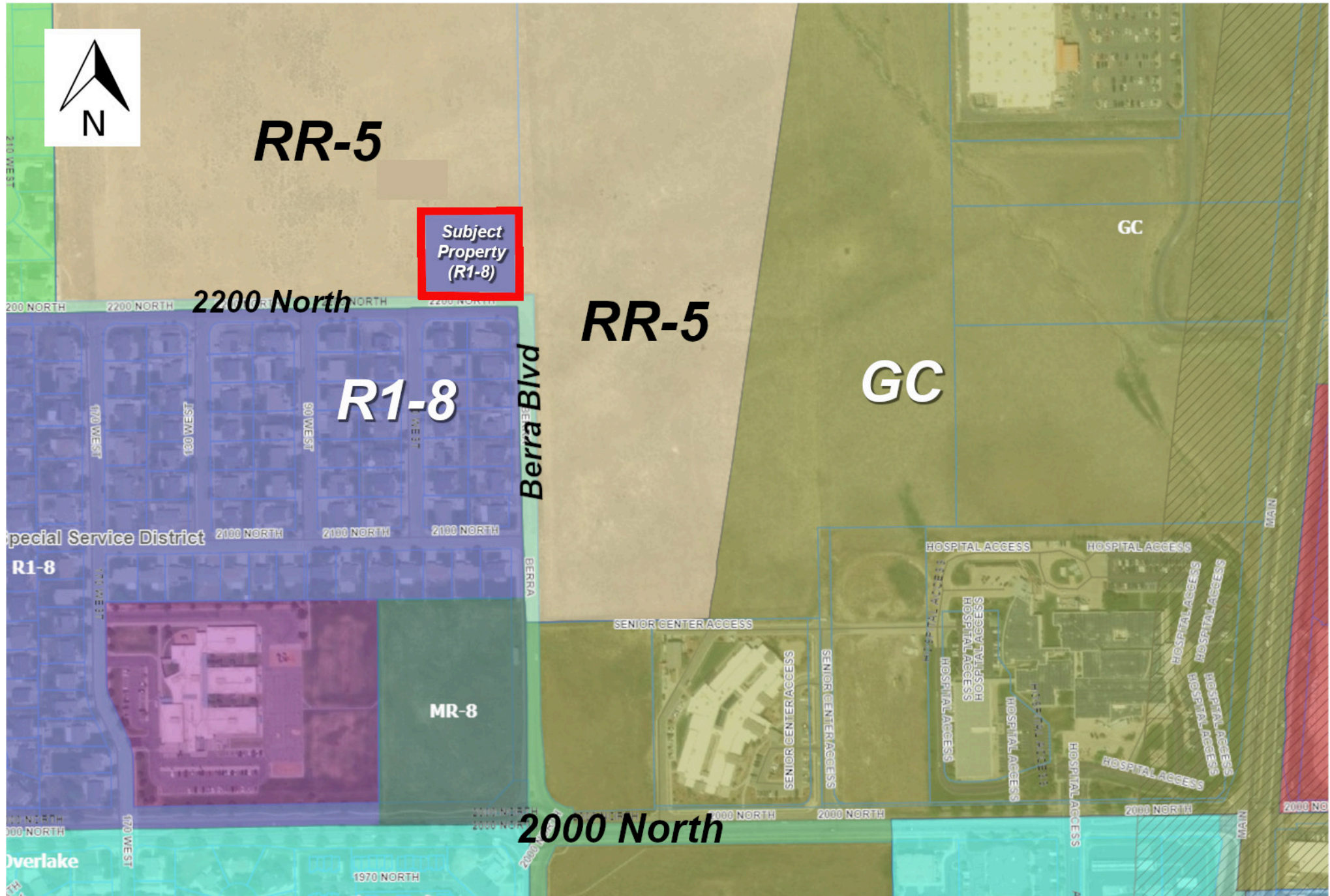
# Tooele Senior Seminar Zoning Map Amendment



**Current Zoning**



# Tooele Senior Seminar Zoning Map Amendment



***Proposed Zoning***

Exhibit B

Staff Report

## STAFF REPORT

January 5, 2023

**To:** Tooele City Planning Commission  
Business Date: January 11, 2023

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Tooele Senior Seminary – Zoning Map Amendment Request**

Application No.: P22-1343  
Applicant: Mike Davey  
Project Location: North West Corner of 2200 North Berra Boulevard  
Zoning: RR-5 Residential Zone  
Acreage: .85 Acres (Approximately 37,026 ft<sup>2</sup>)  
Request: Request for approval of a Zoning Map Amendment in the RR-5 Residential zone to re-assign the zoning to the R1-8 Residential zoning district.

### **BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately .85 acres located at approximately the north west corner of the intersection of 2200 North Berra Boulevard. The property is currently zoned RR-5 Residential. The applicant is requesting that a Zoning Map Amendment be approved to allow for the development of the currently vacant site as a church seminary facility.

### **ANALYSIS**

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the RR-5 Residential zoning classification, supporting one dwelling unit per five acres. The RR-5 Residential zoning designation is not identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties located south of the subject property are currently zoned R1-8 Residential. Properties to the west, north and east are all zoned RR-5 Residential. The property to the east is currently developing as the Deseret Peak High School. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The applicant is representing the Church of Jesus Christ of Latter Day Saints who wishes to construct a seminary building for the instruction of its youthful members that will be attending the Deseret Peak High School. It should be noted that the RR-5 zoning district does permit the construction of religious buildings such as a seminary. However, the RR-5 zoning district requires considerably increased front yard, side yard and rear yard setbacks of 20 and 30 feet. This larger setback is required in the RR-5 zoning district because of the agricultural nature of that zone and to ensure sufficient separation between agricultural and residential uses as they occur in the zone. The request to change the zoning to the R1-8 Residential district will reduce the front and rear yard building setbacks to 20 feet and the side yard setbacks to 8 feet and 20 feet on the street side.

The RR-5 zoning district also requires a minimum of 5 acres per lot. The applicant does not need 5 acres for the construction of a small seminary facility as this would be property in great excess of what is



needed. Therefore the request to change the zoning to R1-8 is also to eliminate the 5 acre lot size requirement and allow the applicant to subdivide and develop only the land that is necessary to accommodate the new seminary facility.

The RR-5 Residential zoning district is a rural residential zone with an emphasis on agriculture, very large 5 acre lots and very low densities. Often this zone is utilized as a “holding zone” and is placed on properties until the City can determine the best and highest use for the property. As mentioned above the RR-5 zone, due to the large 5 acre lot size requirement, requires greater setbacks of 30 feet on the front and rear yards and 20 feet on the side yards.

The R1-8 zoning district is a zone that falls in the medium density residential category and allows approximately 5 dwelling units per acre on lots as small as 8,000 square feet.

The Land Use Map of the Tooele City General Plan designates this area as Medium Density Residential (MDR). The MDR designation includes the R1-7, R1-8 and the R1-10 Residential zoning districts and is a zone that permits only single-family residential, two-family residential such as duplexes and Accessory Dwelling Units (ADUs). The request to change the zoning to R1-8 is in full compliance with the MDR designation of the Land Use Map.

The parcel that is being requested for the zoning change does not yet exist. A subdivision application will need to be submitted to formally create the new seminary lot. The applicant has provided a legal description and a survey document showing the exact lot configuration of the property to be rezoned to R1-8 and the zoning map will reflect this.

It should be noted that Berra Boulevard on the east side of the property does not yet exist. The applicant or developer of the seminary facility will be required to construct the necessary frontage improvements such as sidewalk, park strip, curb, gutter and necessary asphalt as a condition of development of the site. These improvements will be addressed at either the subdivision process or the site plan process.

Site Plan Layout. A site plan has not been provided.

Subdivision Layout. A survey document has been provided showing how the lot will be subdivided. This document has been included in this report for the Commission’s reference.

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

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

- (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
- (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comments:

1. The property to be rezoned has not yet been created. Survey documents showing the property to be rezoned have been included and the zoning map will reflect the subdivided property once it has been formally divided.
2. Seminary buildings are permitted in both the RR-5 and R1-8 Residential zones, however, the applicant is rezoning to enjoy the less restrictive building setback requirements of the RR-5 zoning district and avoid the large 5 acre lot size requirement as such a large parcel is not necessary for the new seminary facility.
3. The R1-8 Residential zoning district does comply with the Medium Density Residential designation of the Tooele City Land Use Map.

Engineering and Public Works Division Review. Due to the legislative nature of Zoning Map Amendments, the Tooele City Engineering and Public Works Divisions have not reviewed the requested zoning change. However, staff does send notifications of the requested changes to these divisions in the case that there is feedback. No comments have been provided concerning this Zoning Map Amendment request.

Tooele City Fire Department Review. Due to the legislative nature of Zoning Map Amendments, the Tooele City Fire Department has not reviewed the requested zoning change. However, staff does send notifications of the requested changes to the department in the case that there is feedback. No comments have been provided concerning this Zoning Map Amendment request.

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

## **STAFF RECOMMENDATION**

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

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

1. The effect of the proposed application on the character of the surrounding area.
2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.

5. The suitability of the properties for the uses proposed.
6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele Senior Seminary Zoning Map Amendment request by Mike Davey, to re-assign the zoning from the RR-5 Residential zone to the R1-8 Residential zone, application number P22-1343, based on the findings and subject to the conditions listed in the Staff Report dated January 5, 2023:”

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 Tooele Senior Seminary Zoning Map Amendment request by Mike Davey, to re-assign the zoning from the RR-5 Residential zone to the R1-8 Residential zone, application number P22-1343, based on the following findings:”

1. List findings...

**EXHIBIT A**

**MAPPING PERTINENT TO THE TOOEELE SENIOR SEMINARY ZONING MAP  
AMENDMENT**

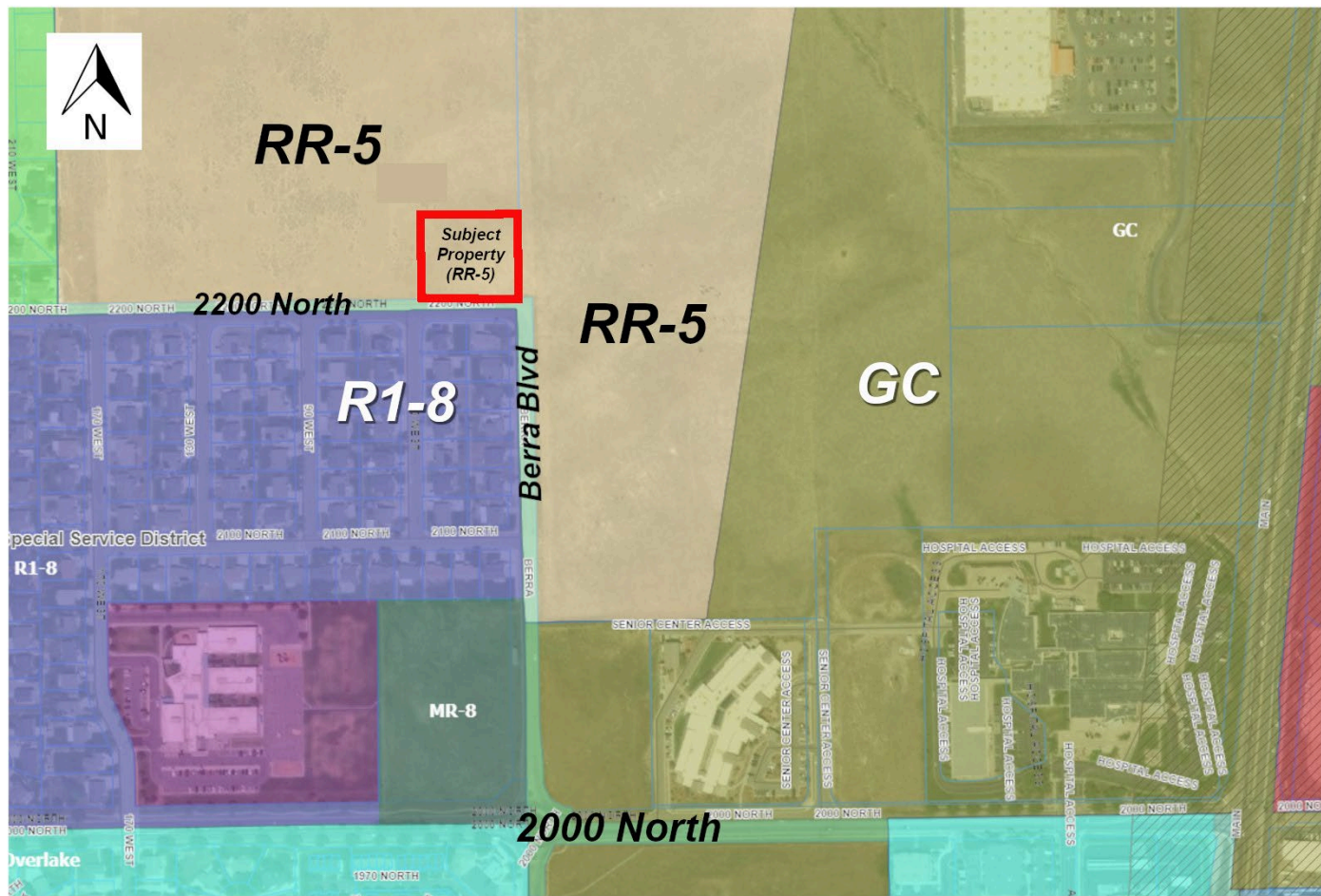
***Tooele Senior Seminar Zoning Map Amendment***



***Aerial View***

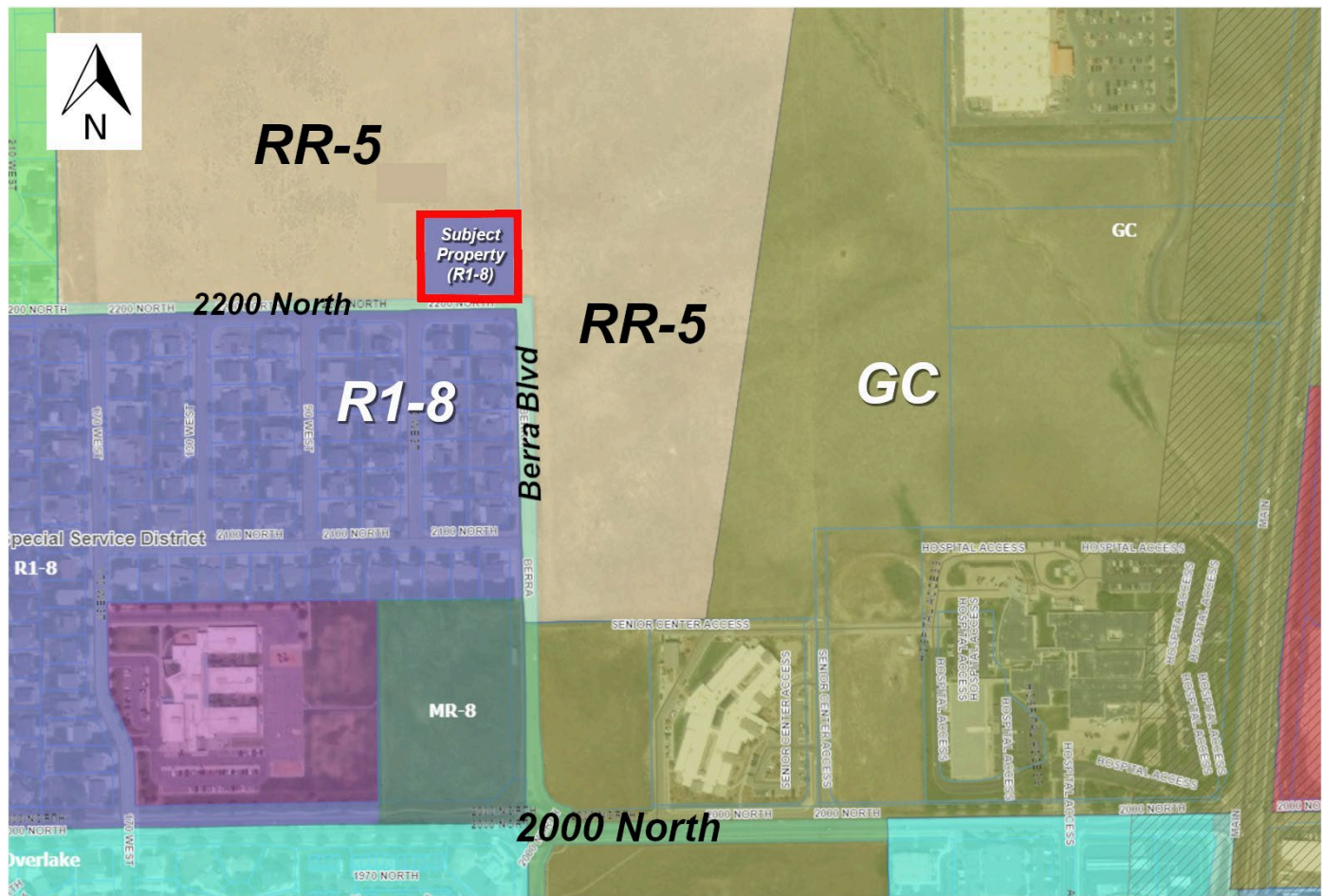


# Tooele Senior Seminar Zoning Map Amendment



Current Zoning

# Tooele Senior Seminar Zoning Map Amendment



**Proposed Zoning**



**MDR**

**Subject Property (MDR)**

**MDR**

**RC**  
Regional Commercial

**MDR**

**Berra Blvd**

**2200 North**

**2100 North**

**2000 North**

**1900 North**

**1800 North**

**1700 North**

**1600 North**

**1500 North**

**1400 North**

**1300 North**

**1200 North**

**1100 North**

**1000 North**

**900 North**

**800 North**

**700 North**

**600 North**

**500 North**

**400 North**

**300 North**

**200 North**

**100 North**

**0 North**

**High Density Residential**

**Planned District**

**Community Commercial**

**SENIOR CENTER ACCESS**

**HOSPITAL ACCESS**

**COMMUNITY CENTER ACCESS**

## Land Use Map

**EXHIBIT B**

**APPLICANT SUBMITTED INFORMATION**



# Zoning, General Plan, & Master Plan Map Amendment Application

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



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Project Information					
Date of Submission: 30 Nov 2022		Current Map Designation: RR-5		Proposed Map Designation: R-1-8	
Project Name: Tooele UT Sr Seminary Zone Change				Parcel #(s): Portion of 02-143-0-0072	
Project Address: Northwest corner of 2200 North and Berra Boulevard				Acres: .854 acres of 23.75 acres	
Proposed for Amendment: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> General Plan <input type="checkbox"/> Master Plan: <u>Zoning Map Amendment</u>					
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Address: 2567 West 12420 South			Address: 65 E Wadsworth Park Dr, Suite 205		
City: Riverton	State: UT	Zip: 84065	City: Draper	State: UT	Zip: 84020
Phone:			Phone: 801-631-9722		
Contact Person: Mike Davey			Address: 65 E Wadsworth Park Dr, Suite 205		
Phone: 801-631-9722			City: Draper		
Cellular: 801-631-9722			State: UT		
Fax:			Zip: 84020		
			Email: mike@bhdarchitects.com		

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For Office Use Only			
Received By:	Date Received: 12/2/22	Fees: \$1,100.00	App. #: 222-1362 023139



Phone 801.571.0010  
Fax 801.571.0303  
Toll Free 888.571.0010  
bhdarchitects.com

65 East Wadsworth Park Drive  
Suite 205 Draper, Utah 84020

Wed, 30 Nov 2022

Tooele City  
Community Development Department  
90 North Main Street  
Tooele, UT 84074

Re: Parcel # 02-143-0-0072  
Attention: To whom it may concern.

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  - a. There is existing R1-8 across the street to the south. There is existing R1-10 to the west of the parcel.
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  - a. The proposed zoning brings the zoning designation in line with the current land use designation.

Sincerely,



\_\_\_\_\_  
Mike Davey  
BHD Architects



PROPOSED SEMINARY PARCEL  
AND ROW  
LDS PROP ID 501-3450

I, Nathan B. Weber, certify that I am a Professional Land Surveyor as prescribed under the laws of the state of Utah and that I hold license no. 5152762. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown hereon.

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thence South 88°41'35" West 185.32 feet along the North line of 2200 North Street;  
thence North 02°51'52" West 179.00 feet;  
thence North 89°41'35" East 209.00 feet, more or less, to the proposed West line of  
Berra Boulevard;  
thence South 02°51'52" East 149.65 feet along the said proposed West line of Berra  
Boulevard to a tangent curve to the right;  
thence 60.78 feet along the arc of a 30.00 foot radius curve to the right through a  
central angle of 77°50'46" (Long Chord bears South 38°33'32" West 37.70 feet) more or  
less to the point of beginning.

Proposed Right-of-Way Dedication

A parcel of land for the proposed public Right-of-Way for Berra Boulevard located in the Southwest Quarter of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian described as follows:

Beginning at a point on the East line of the Southwest Quarter of Section 9, South 0°24'30" East 1043.37 feet from the Center Quarter Corner of Section 9 and running; thence South 0°24'30" East 179.00 feet along the East line of the Southwest Quarter of Section 9 to the north line of Sunset Estates Subdivision Phase 1; thence South 89°41'35" West 65.99 feet along the north line of Sunset Estates Subdivision Phase 1 to a point of curvature with a non tangent curve; thence 40.76 feet along the arc of a 30.00 foot radius curve to the left, center bears North 12°31'05" West, having a central angle of 77°50'46", having a chord bearing North 38°33'32" East for 37.70' to a point of tangency; thence North 0°21'52" West 149.65 feet; thence North 89°41'35" East 42.17 feet to the East line of the Southwest Quarter and the point of beginning.

NOTES:

1. The basis of bearing is North 89°41'57" East (Sunset Estates Subdivision Phase 4) Between the South Quarter Corner and the Center of Section of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian as shown.
2. The purpose of this survey is to create a description for a parcel of land to be used for a seminary building and for the area to be dedicated as public Right-of-Way in Berra Blvd.
3. This does not represent a title search by the surveyor. All title information was provided by others.
4. Parcel has current access to 2200 North Street, a dedicated street or road.

[illegible]

Boundary Surveys  
Topography Surveys  
Subdivisions  
Construction Staking  
A.L.T.A. & A.C.S.M. Surveys

**DIAMOND**  
LAND SURVEYING

5801 South 70th West Ste. 150

office@diamondlandsurveying.com  
www.diamondlandsurveying.com

PROPOSED PARCEL AND RIGHT-OF-WAY  
VACANT LAND  
TOOELE, UTAH  
LDS PRO ID 501-3450

CHURCH OF JESUS CHRIST OF LDS

**COPYRIGHT**  
REPORTS, DESIGNS, FIELD DATA, FIELD  
NOTES, DRAWINGS, SPECIFICATIONS,  
CALCULATIONS, ESTIMATES OR ANY  
REPRESENTATION CONTAINED HEREON ARE  
SOLE PROPERTY OF DIAMOND DESIGN AND  
SURVEYING UNLESS PREVIOUSLY  
PUBLISHED BY PRECEDENCE OR WRITTEN  
AGREEMENT

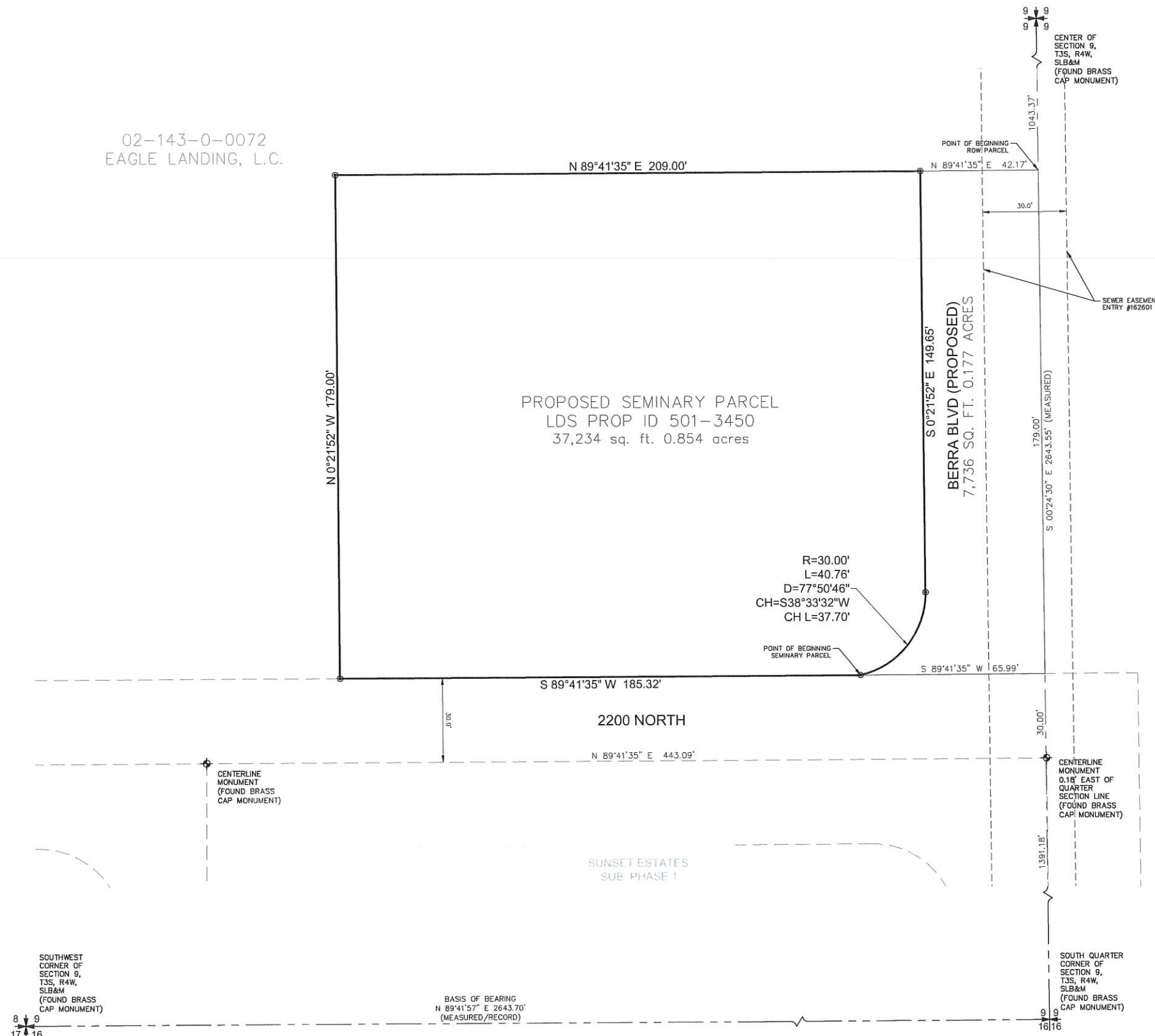
DATE PLOTTED 8/3/22

JOB No. 22-032

SHEET











1 OF 1

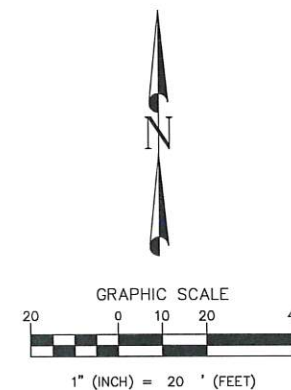
LOCATED IN THE SOUTHWEST QUARTER  
OF SECTION 9,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST,  
SALT LAKE BASE AND MERIDIAN



VICINITY MAP—NOT TO SCALE

LEGEND

- |   |                        |
|---|------------------------|
|  | Boundary Line          |
|  | Section Line           |
|  | Adjoiner Line          |
|  | Tie Line               |
|  | Easement Line          |
|  | Section Corner         |
|  | Quarter Section Corner |
|  | Property Corner        |
|  | Found Property Corner  |
|  | Found Street Monument  |



GRAPHIC SCALE

1" (INCH) = 20 ' (FEET)

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-06**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S APPOINTMENTS OF MELODI GOCHIS AND DOUG NEWELL TO THE PLANNING COMMISSION.**

WHEREAS, Tooele City Charter Section 5-01 and Tooele City Code §2-3-3 states that there shall be seven members of the Tooele City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor; and,

WHEREAS, pursuant to Tooele City Code §2-3-3, the City Council and Mayor may each appoint an alternate Planning Commission member, to act with full authority for an absent member; and,

WHEREAS, all appointments to the Planning Commission extend through December 31<sup>st</sup> of alternating odd-numbered years in order to preserve a balanced rotation of member terms (TCC §2-3-3); and,

WHEREAS, Eugene "Paul" Smith has resigned from the Planning Commission, effective December 31, 2022, whose term would have expired December 31, 2025; and,

WHEREAS, Mayor Debra E. Winn has appointed Melodi Gochis from her position as alternate member to full member of the Planning Commission to complete the remaining term of Paul Smith, through December 31, 2025; and,

WHEREAS, Mayor Debra E. Winn has appointed Doug Newell to the position of alternate member of the Planning Commission to complete the remaining term of Melodi Gochis, as alternate member, through December 31, 2025; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Planning Commission by resolution so as to maintain an accurate record of all Planning Commission appointments and terms; and,

WHEREAS, terms of the various members of the Planning Commission are shown in the table attached as Exhibit A:

NOW, THEREFORE, BE IT ADKNOWLEDGED BY THE TOOELE CITY COUNCIL that Mayor Debra E. Winn has appointed Melodi Gochis and Doug Newell (alternate) to the Planning Commission for terms expiring December 31, 2025.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

## Exhibit A

<b>Planning Commission Member</b>	<b>Term Begin Date</b>	<b>Term End Date</b>	<b>Date of First Appointment</b>
Matt Robinson (Council)	01-01-2020	12-31-2023	05-19-2010 (alternate)
Melanie Hammer (Mayor)	01-01-2020	12-31-2023	01-01-2010 (alternate)
Tyson Hamilton (Mayor)	01-01-2022	12-31-2025	02-03-2018 (alternate)
Jon Proctor (Mayor)	09-07-2022	12-31-2023	09-07-2022
Chris Sloan (Council)	01-01-2022	12-31-2025	02-16-2011 (alternate)
Melodi Gochis (Mayor)	01-01-2022	12-31-2025	01-01-2022 (alternate)
Weston Jensen (Council)	01-01-2022	12-31-2025	01-20-2021 (alternate)
Doug Newell (Alternate) (Mayor)	01-18-2023	12-31-2025	01-18-2023 (alternate)
Allison Dunn (Alternate) (Council)	01-19-2022	12-31-2025	01-19-2022 (alternate)

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:

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

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2023-04**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE-IN-LIEU OF WATER RIGHTS CONVEYANCE FOR NAPA AUTOPARTS DEVELOPMENT.**

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

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: “Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system”; and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Ron Burt representing W&R Enterprises on behalf of NAPA Autoparts (“the Project”) a letter dated December 15, 2022, requesting the allocation of 1.6 acre-feet of City-owned municipal water rights to the Project, or, in



other words, requesting to pay the fee-in-lieu rather than convey water rights (see the letter attached as Exhibit A); and,

WHEREAS, the City Council's authorization allowing NAPA Autoparts to pay to Tooele City a fee in lieu of conveying up to 1.6 acre-feet of municipal rights is conditioned upon NAPA obtaining City approval of a site plan, City approval of a building permit, and commencement of vertical construction of a building within two years of the date of approval of this Resolution, unless the City Council, in its sole discretion, decides in a public meeting to extend this two-year deadline or modify these conditions; and,

WHEREAS, the Project will consist of approximately 9,238 square feet in new commercial construction; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:

- The Project requests 1.6 acre-feet of water.
- An estimated capital investment of \$2.5 Million including land and construction costs.
- The creation of an estimated 5 new jobs with annual wages ranging from \$15,000 to \$50,000 each.
- This NAPA location is expected to increase taxable sales by up to \$500,000 annually in addition to the existing \$1.5 Million.
- The Project is anticipated to complete construction by the end of 2023.
- The Project represents a re-location and expansion of an existing business. It retains jobs and capital investment within city limits and is expected to enhance and expand NAPA's business opportunities.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby finds that the request of the Project comply fully with the City Council's June 1, 2022, policy, and hereby authorizes the payment of the fee-in-lieu of water rights in place of conveyance for the Project, for up to 1.6 acre-feet of municipal water rights, for the fee amount established in the June 1 policy of \$35,000 per acre-foot.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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

TOOELE CITY MAYOR

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

December 15, 2022, Letter  
W&R Enterprises on behalf of NAPA Autoparts

# W&R Enterprises LC

December 15, 2022

Mayor Winn,

We are looking forward to our project in the Tooele area and are finalizing some of the details needed.

This letter is to formally request options for payment for water rights that will be needed for the project.

Please let us know what is needed to get this done.

Thanks,

A handwritten signature in black ink, appearing to read "Ron Burt".

Ron Burt

Owner

W&R Enterprises

737 N 400 W

North Salt Lake UT 84054

## Jared Stewart

---

**From:** Chris Child <ChrisChild@GallowayUS.com>  
**Sent:** Friday, December 16, 2022 12:05 PM  
**To:** Debbie Winn  
**Cc:** Jared Stewart  
**Subject:** Napa Tooele Water Rights  
**Attachments:** Napa Tooele Water rights purchase letter.pdf

Mayor Winn

Please see the attached letter requesting water rights for the Napa project. I have also included answers to the questions Jared had sent us on the Burt Brothers. Thanks!

- What is the new capital investment (contributes to property tax value)? **All in with land and construction it will be around \$2.5**
- Will there be sales tax revenue from this project? If so, what are projected sales? **Currently have store in Tooele that will be relocated to this site. Total Sales will be \$1.5-\$2.0M Annually. Expecting and additional \$0-\$500k on top of current stores business.**
- How many jobs can we expect to be created? What will the range of wages be? **Addition of 0-5 new jobs. Ranging from \$15k to \$50k each. Relocating current store to this site and all current employees will transition. Growth will indicate if additions are needed.**
- What is your timeline for development? **We are hoping to be in before the end of the year 2023**
- Are there any other project benefits that you would like to explain to the Council? **We feel like this is a great opportunity to keep a great store in the city while keeping the current jobs local to the City as well as the tax revenue.**



**Chris Child** AIA, NCARB  
ARCHITECTURAL PROJECT MANAGER | SR. ASSOCIATE

577 S 200 E, Salt Lake City, UT 84111  
O 801.533.2100 C 801.664.0449  
[ChrisChild@GallowayUS.com](mailto:ChrisChild@GallowayUS.com)

[GallowayUS.com](https://GallowayUS.com) | Celebrating 40 Years.

Name: NAPA  
Address: 507 East 2400 North  
Permit No: P22-829

**Water Rights and Impact Fee Analysis**

**Commercial / Industrial**

**FINAL SITE PLAN**

Source: Architect and 3 years historic records

Water Rights - Interior Use	1.07 acre feet/year
Net interior Demand =	1.07 acre-feet (100% depletion)
Total interior use	1.07 acre-feet

28,992 gallons / month  
966 gallons / day  
347,906 gallons / year  
1.07 af / year

Water Rights -Exterior Use	Landscape Area S.F.	Acres	Water Right Duty (per acre)	Water Right acre-feet
Sod	0	0.00	4.00	0.00
Water Conservation Area	10,890	0.25	2	0.50
Net Exterior Demand=	10,890	0.25		0.50 acre feet

TOTAL WATER RIGHT REQUIREMENT (Interior + exterior)= 1.57 acre-feet

If purchased thru Payment in Lieu, Cost would be equal to \$35,000 x 1.57 = \$54,950

Sewer Impact	Total	
Future Interior Usage	966	gpd (Sewer Impact Fee Revised Feb 2012). Base Fee \$2290 per ERU
Historic Interior Usage	0	gpd
Net Usage=	966	gpd (Net ERU =350 gpd/ERU)
Net Sewer Impact Fee=	\$6,323.06	

Water Impact	Acre Foot Use	Total	
Future Impact	1.57		2327
Historic Use			
Net Water Impact Fee=	1.57	\$18,825.15	Water Impact Fee \$7,805 per ERU (Ordinance 2022-12) 1 ERU = 0.65 af

Public Safety Impact	Building s.f.	Cost per 1000 s.f.	Total	
	9,238	\$187.40	\$1,731.20	Fire - Commercial / Industrial
	9,238	\$164.70	\$1,521.50	Police - Commercial
	0	\$9.67	\$0.00	Police - Industrial
Net Public Safety Impact Fee=			\$3,252.70	

PUBLIC SAFETY	
IMPACT FEE - FIRE	
Residential single-family	\$20.00 per dwelling unit
Residential multi-family	\$20.00 per dwelling unit
Commercial	\$10.00 per 1,000 square feet of building
Industrial	\$10.00 per 1,000 square feet of building
IMPACT FEE - POLICE	
Residential single-family	\$20.00 per dwelling unit
Residential multi-family	\$20.00 per dwelling unit
Commercial	\$10.00 per 1,000 square feet of building
Industrial	\$10.00 per 1,000 square feet of building

Parks Impact (Not Applicable for Commercial / Industrial)

				INTERIOR
Year	Month	Unit (100 cf)	Gallons	
2022	8	93	69564	
2022	7	105	78540	
2022	6	68	50864	
2022	5	28	20944	28
2022	4	22	16456	22
2022	3	68	50864	68
2022	2	33	24684	33
2022	1	33	24684	33
2021	12	33	24684	33
2021	11	48	35904	48
2021	10	118	88264	
2021	9	132	98736	
2021	8	99	74052	
2021	7	109	81532	
2021	6	57	42636	57
2021	5	31	23188	31
2021	4	29	21692	29
2021	3	18	13464	18
2021	2	38	28424	38
2021	1	38	28424	38
2020	12	38	28424	38
2020	11	142	106216	
2020	10	248.0	185504	
2020	9	229.0	171292	
2020	8	194	145112	
2020	7	150	112200	
2020	6	130	97240	
2020	5	66	49368	
2020	4	40	29920	40
2020	3	27	20196	27
2020	2	42	31416	42
2020	1	42	31416	42
2019	12	42	31416	42
2019	11	32	23936	32
2019	10	170	127160	
2019	9	232	173536	
2019	8	159	118932	
2019	7	95	71060	
2019	6	61	45628	
2019	5	35	26180	35
2019	4	39	29172	39
2019	3	72	53856	72
2019	2	32	23936	32
2019	1	32	23936	32
2018	12	32	23936	32
2018	11	75	56100	75
2018	10	206	154088	
2018	9	241	180268	
2018	8	58	43384	
2018	7	106	79288	
2018	6	134	100232	
2018	5	36	26928	36
2018	4	36	26928	36
2018	3	71	53108	71
2018	2	19	14212	19
2018	1	19	14212	19
				38.7 units (Average Winter Use per Month)
				28,992 gallons / month
				966 gallons / day
				347,906 gallons / year
				1.07 af / year



## Exhibit B

June 1, 2022, Fee-in-lieu Policy

## City Council Policy

RE: Payment In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: June 1, 2022

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the "Fee") per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of non-residential developments to pay the Fee if the development is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and with written approval of the Mayor, after full consideration of the following criteria in relation to the amount of water used:

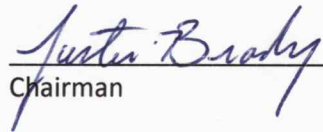
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building

permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

General.

1. The Fee shall be established at \$35,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supersede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.

  
Chairman

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2023-05**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE EXECUTION OF LEASE DOCUMENTS FOR LEASING A PARKS AND RECREATION BACKHOE.**

##### **RESOLUTION AND CERTIFICATE OF INCUMBENCY**

Lease Number: 203570

Lessee: TOOELE CITY CORPORATION

Amount: \$130,753.78

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the "State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and,

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee; and,

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee; and,

WHEREAS, JCB Finance ("Lessor") shall act as Lessor under said Leases:

NOW, THEREFORE, Be It Resolved by the Governing Body, the City Council, of the Lessee:

Section 1. Either one of the Mayor OR Parks and Recreation Director (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.



Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED  
LEASE SIGNORS ONLY**

Debra E. Winn  
Name

Mayor of Tooele City  
Title

---

Signature

Darwin G. Cook  
Name

Director, Parks and Recreation Department  
Title

---

Signature

ADOPTED AND APPROVED on this 18<sup>th</sup> day of January, 2023.

Section 6. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals

named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: TOOELE CITY CORPORATION

\_\_\_\_\_[SEAL]

Signature of Secretary/Clerk of Lessee

Print Name: Michelle Y. Pitt

Official Title: City Recorder

Date: \_\_\_\_\_

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### JCB Lease Documents

## Exhibit A

### JCB Lease Documents





1/3/2023

Dear Customer:

Attached is your equipment financing Documentation Package. Please ensure all forms are completed, signed and returned to your dealer.

Our goal is to help you complete your transaction as quickly as possible, so please follow these guidelines for the fastest processing:

1. The Documentation Package must be signed by an authorized signor as outlined below:

Business Type:	Authorized Signors:
Sole Proprietorship	Owner
Partnership	Partner
Limited Liability Company	Manager or Member
Corporation	President or other authorized corporate officer

2. If you are a sole proprietor, a copy of the signer's driver's license is required.
3. If you are a sole proprietor, a title is not required to sign documents.
4. A Certificate of Insurance is required under the contract. If you are financing a commercial motor vehicle or trailer, a certificate of insurance is required. Please see the Insurance Requirements form included for assistance in having your agent provide a correct Certificate of Insurance.
5. ACH – to make payments via ACH you must sign the Authorization for Automatic Withdrawal form and attach a voided check with your executed documents.
6. If a lease, attached is a Notification of Tax Treatment to be completed to ensure proper handling of sales/use tax. If you are tax exempt, please provide a copy of your Tax Exemption Certificate. If you are claiming a reseller sales tax exemption, please provide a copy of your reseller license or reseller exemption certificate. The Certificate or License must be completed, signed, dated and made out to:

JCB Finance  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

7. **IF THE END OF LEASE IS \$100.00 OR LESS (A "NOMINAL PURCHASE PROVISION") AND THE LEASED EQUIPMENT IS NOT LOCATED IN THE FOLLOWING STATES (CT, DC, CA, FL, IN, MI, NV, TN) YOU WILL BE RESPONSIBLE FOR FILING ALL PERSONAL PROPERTY TAX RETURNS. YOU WILL ALSO BE RESPONSIBLE FOR PAYMENT OF ANY BILLING(S) FROM YOUR RETURN FOR PERSONAL PROPERTY TAX FROM YOUR STATE, LOCAL OR OTHER GOVERNMENT TAXING AUTHORITY.**
8. Depending on the date that you accept your equipment, your first invoice will be due either the 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> or 22<sup>nd</sup> of the following month. Interim rent or Interim Interest will be included on your first billed invoice.
9. If your financing is a Municipal Lease an Opinion of Counsel is required if the financed amount is over \$500K.
10. If your financed amount is over \$1,000,00.00 or documented on a Master Lease or Master Loan, we require the original executed documents to be returned to Karlin Sylvester at:

JCB Finance  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

**PLEASE NOTE: Electronic signatures will be accepted up to \$1,000,000.**

**Important Information About Procedures for Opening a New Account (Your Loan/Lease).** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account (your loan/lease). What this means for you: When you open an account (your loan/lease), we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Based on the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations, if this transaction requires funding to anyone other than your equipment vendor, you may be asked to deliver certifications of beneficial owners, and this may delay funding until received.

**Thank you for choosing JCB Finance for your financing needs. We appreciate your business. If you have questions or need information on your contract in the future, you can call our customer service team at 267-960-4000 or email them at [customerservice@leaserv.com](mailto:customerservice@leaserv.com).**

Sincerely,

Karlin Sylvester  
Sales Support Representative



1/3/2023

Lease Number: 203570

CITY OF TOOEELE  
90 NORTH MAIN STREET  
TOOELE, UT 84074  
Dear Customer:

Attached is your financing Documentation Package. Please ensure all forms are completed and signed.

Our goal is to help you complete your transaction as quickly as possible, so please following these guidelines for the fastest processing.

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.  
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**

Schedule of Payments – Please sign and provide the title of the signor.

- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Copy of Vendor Invoices – Vendor should send invoices directly to JCB Finance with "Ship To" and "Bill To" in Lessee's name.
- If you are tax exempt, please provide a copy of your Tax Exemption Certificate.
- If your financed amount is over \$1,000,000, we require the original executed documents to be returned to:  
JCB Finance  
655 Business Center Drive, Suite 250  
Horsham, PA 19044
- Above documentation can be emailed to [karlin.sylvester@leaserv.com](mailto:karlin.sylvester@leaserv.com).

Thank you for choosing JCB Finance for your financing needs. We appreciate your business. If I can be of assistance, please contact me at [karlin.sylvester@leaserv.com](mailto:karlin.sylvester@leaserv.com) or (267) 960-4728.

Sincerely,

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Karlin Sylvester  
Commercial Transaction Coordinator

# Lease-Purchase Agreement

Dated as of 01/03/2023  
Lease Number: 203570

Lessor: JCB Finance  
655 Business Center Drive  
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME  
**CITY OF TOOELE**  
**90 NORTH MAIN STREET,**  
**TOOELE, UT 84074**

FEDERAL TAX ID  
**87-6000287**

Equipment  
Description

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 3CX-14 SUPER Backhoe Loader Model	3142023

Lease Term is for 60 months, with Rent payments due in Annual; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

- 6. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.
- 7. USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
- 8. TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
- 9. INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
- 10. IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
- 11. LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
- 12. INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
- 13. DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
- 14. REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
- 15. LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for Fair Market Value (plus all sales and other applicable taxes).
- 16. RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs as provided herein, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may

designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third-party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

- 17. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
- 19. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
- 20. ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
- 23. NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury

Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; **"Covered Entity"** means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; **"Embargoed Property"** means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; **"Reportable Compliance Event"** means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; **"Sanctioned Jurisdiction"** means a country subject to a sanctions program maintained by any Compliance Authority; and **"Sanctioned Person"** means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

- 25. USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
- 26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 27. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**



CITY OF TOOEELE  
("Lessee")

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

90 NORTH MAIN STREET  
TOOELE, UT 84074

JCB Finance  
("Lessor")

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

655 Business Center Drive  
Horsham, PA 19044

# CERTIFICATE OF ACCEPTANCE

Lease Number: 203570

In compliance with the terms, conditions and provisions of Lease Agreement # 203570 ("**Lease**") by and between the undersigned CITY OF TOOEELE ("**Lessee**") and JCB Finance ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;
2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and
3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

---

CITY OF TOOEELE  
("Lessee")

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

90 NORTH MAIN STREET  
TOOELE, UT 84074

# SCHEDULE OF PAYMENTS

Lease Number 203570

Attached to and made a part of that certain Lease-Purchase Agreement by and between JCB Finance, as Lessor, and CITY OF TOOELE , as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment
1		\$21,860.85
2		\$21,860.85
3		\$21,860.85
4		\$21,860.85
5		\$21,860.85

CITY OF TOOELE  
("Lessee")

X  
Authorized Signature

Print Name

Title:

JCB Finance  
("Lessor")

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

Title \_\_\_\_\_

# RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 203570

Lessee: CITY OF TOOELE

Amount \$130,753.78

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the "State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, JCB Finance ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

## SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 6. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF TOOELE

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_



## CERTIFICATE OF ACCEPTANCE

**Lessor:** JCB Finance  
**Lessee:** CITY OF TOOEELE  
**Agreement #:** 203570

**Equipment:**

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 3CX-14 SUPER Backhoe Loader	3142023

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been duly delivered to the location where it will be used, which the Equipment Location is set forth in the above described Agreement with Lessee ("Lease Agreement").
2. All of the Equipment has been inspected and is determined to be (a) complete, (b) properly installed, (c) functioning, and (d) in good working order and in compliance with all applicable specifications.
3. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes.
4. Lessee acknowledges that the signature on this document (i) constitutes unconditional acceptance of the Equipment under and subject to the terms of the Lease Agreement, (ii) that such acceptance is not on a trial basis and (iii) hereby authorizes the commencement of the Lease Agreement and the date below reflects the date the equipment was accepted.
5. Lessee is not in default under the Lease Agreement and all of Lessee's statements and promises set forth in the Lease Agreement are true and correct.

A photocopy, facsimile, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Accepted by:

**Lessee:** CITY OF TOOEELE

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## NOTIFICATION OF TAX TREATMENT

Lease Agreement #: 203570  
Lessor: JCB Finance  
Lessee: CITY OF TOOEELE

Lessor is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate prior to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us for us to determine if the tax abatement or special exemptions are available to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

### Sales Tax

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to Lessor.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits      ☐ Outside city limits      ☐ Unincorporated area

### Property Tax

- ☐ I have a valid abatement or property tax exemption (documentation attached).
- ☐ Location: State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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LESSEE: CITY OF TOOEELE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

PLEASE COMPLETE AND SIGN FORM





INSURANCE INSTRUCTIONS  
SIGNATURE REQUIRED BELOW

Financier (Lender/Lessor): JCB Finance  
Obligor (Borrower/Lessee): CITY OF TOOEE  
Agreement #: 203570

Under the terms of your above referenced Agreement # ("Lease/Loan"), you are required to carry adequate insurance coverage on the financed equipment. Homeowners Policies will not cover commercial financing. If we do not receive your Certificate of Insurance, you will automatically be enrolled in our Comprehensive Equipment Insurance, an affordable coverage plan with NO DEDUCTIBLE underwritten and sold by Assurant.

Please send the Certificate of Insurance with your signed documents or instruct your agent to email the certificate to [InsTrack@Assurant.com](mailto:InsTrack@Assurant.com).

Your Certificate of Insurance must show the following:

- Above referenced Agreement #
- Name of the Insurance Company and Policy Number
- Effective and Expiration Date of Coverage.
- INSURED PARTY: The Obligor listed above must be named as Insured.
- PROPERTY DAMAGE INSURANCE:
  - For Equipment: Financier must be named **Loss Payee** against any loss including fire, theft and any other standard peril normally covered under a commercial policy for not less than the replacement cost of the equipment.
  - For Vehicles: PHYSICAL DAMAGE INSURANCE: Financier must be named **Loss Payee** for comprehensive and collision coverage for not less than the replacement cost of the equipment.
- LIABILITY INSURANCE: ONLY REQUIRED FOR LEASES.
  - Financier must be named as **Additional Insured**. The minimum coverage is \$1,000,000 per occurrence/ \$1,000,000 aggregate liability coverage.
- LOSS PAYEE/ ADDITIONAL INSURED:
  - **JCB Finance and Its Successors And/ Or Assigns (ISAOA)**
  - c/o Insurance Service Center
  - P.O. Box 979129
  - Miami, FL 33197-9129
- DESCRIPTION OF EQUIPMENT: The following equipment must be listed on or attached to the Certificate of Insurance:

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	JCB 3CX-14 SUPER Backhoe Loader	3142023

By signing below, I acknowledge that I have made sure that my agent understands that I am financing the equipment and that if the Certificate of Insurance is not received within 60 days of the commencement of the Lease/ Loan, the Financier may purchase insurance on the Financier's own interest in the Equipment at my expense. The insurance charge will be added to my monthly Lease/Loan payment and is non-refundable.

Obligor: CITY OF TOOEE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



AUTHORIZATION FOR AUTOMATIC WITHDRAWAL  
Agreement # 203570

Financier (Lessor or Lender):

Obligor (Lessee or Borrower):

JCB Finance  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

CITY OF TOOELE  
90 NORTH MAIN STREET  
TOOELE, UT 84074

This Authorization For Automatic Withdrawal ("Authorization") given by Obligor authorizes Financier to withdraw funds from and/or to debit the account referenced in the attached voided check ("Account") in the amount of the monthly charges which may include, in addition to regular monthly payments, interim rent, taxes or other fees incurred from time to time on the above referenced Agreement together with any other agreements between Obligor and Financier entered into after the date of this Authorization (individually and collectively, the "Agreements"). This withdrawal will be made monthly on the due date specified in the Agreement. This Authorization will remain in full force until Obligor has notified Financier in writing at least 30 days in advance of its decision to terminate or suspend this Authorization or until all amounts due under the Agreement are paid in full. Obligor further acknowledges and agrees that suspension or termination of this Authorization will not relieve the Obligor or its guarantors of its obligation to make payments to Financier. Suspension or termination of this Agreement will constitute an automatic default on the Agreement or any other financing agreements with the Financier in the event this Authorization was a credit approval requirement.

Obligor agrees to maintain a balance in the Account sufficient to cover such monthly amounts. In the event any withdrawal made under this Authorization is not paid upon presentation, Financier reserves the right to cancel this Authorization and require Obligor to remit all payments and other sums due and payable under the terms of the Agreement directly to Financier. Obligor acknowledges and agrees that all payments due under the terms of the Agreement are the responsibility of Obligor. If any payment is not made due to the temporary suspension of service or cancellation or because of insufficient funds in the Account, Financier may at its discretion attempt to process the payment again and Obligor agrees to additional fees, which will be initiated as a separate transaction from the payment. If Financier is unable to process payments under this Authorization, Obligor shall be required to make the payment manually on time. If this is not done, late charges (as defined in the Agreement) shall apply.

Obligor agrees not to dispute these scheduled transactions with its bank provided the transactions correspond to the terms indicated in this Authorization.

Signature below indicates that Obligor has verified and confirmed that all of the information provided above is correct. A copy of a voided check is attached to this Authorization.

**ATTACH VOIDED CHECK HERE**

A voided check from your checking account must be included in this application.  
(Do not use a deposit ticket or temporary check.)

**Obligor:** CITY OF TOOELE

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



**THE BELOW INFORMATION MUST BE REVIEWED/COMPLETED  
IN ORDER FOR US TO FUND**

**Agreement #:** 203570

Principal contact name: \_\_\_\_\_

Phone #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Best time to reach: \_\_\_\_\_

**PAYMENT:**

Are you currently paying via ACH (please circle):	YES	NO
---	-----	----

Do you authorize JCB Finance to set up this contract on ACH based on the ACH Instructions/Authorization that JCB Finance has on file (please circle):	YES	NO
---	-----	----

**BILL TO:**

Name: CITY OF TOOEELE

Address: 90 NORTH MAIN STREET

City, State, Zip: TOOELE, UT 84074

Attention: \_\_\_\_\_

**EQUIPMENT LOCATION:**

Address: 90 NORTH MAIN STREET

City, State, Zip: TOOELE, UT 84074

**EMAIL ADDRESS:**

**YOUR EMAIL ADDRESS IS REQUIRED PLEASE VERIFY BELOW. IF BLANK OR INCORRECT, PLEASE COMPLETE:**

Email Address: darwinc@tooelecity.org

**CITY OF TOOEELE**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-07**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR THE DOW JAMES AND YOUTH CENTER BUILDINGS.**

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

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

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

WHEREAS, the current Dow James and Youth Center building use fees are inadequate to cover building operational costs; and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommends the new fees shown on the attached Exhibit A; and,

WHEREAS, the City Council discussed the proposed fees during its public work meeting of January 4, 2023; and,

WHEREAS, the proposed fees will still under-recover the City operational costs:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include updated Dow James and Youth Center building use fees, as shown on Exhibit A.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

Current and Proposed Use Fees  
Dow James building  
Youth Center building



Proposed new fees (in red) for use of the Dow James and Youth Center buildings.

Dow James building

Health & Recreation:	<del>\$10.00</del> /person/reservation period-( <del>3 months</del> )
Community Event/Non-Profit:	\$10.00/hour, max \$50.00/day <del>\$15.00/hour, max \$60.00/day</del>
General/Business:	\$25.00/hour, max \$150.00/day <del>\$30.00/hour, \$200.00/day</del>
Key Deposit:	\$50.00

Youth Center building

Community Event/Non-Profit:	<del>\$10.00/hour, max \$50.00/day</del>
General/Business:	<del>\$25.00/hour, max \$150.00/day</del>
Key Deposit:	<del>\$50.00</del>

**TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE**

01/12/23

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** DELL MARKETING LP

08449

DELL ME5024 STORAGE DEVICE

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT	41 4620 741000	107,000.00	17,499.00	31,653.48	57,847.52
<b>TOTAL:</b>				31,653.48	

REQUESTED

Chris Nielson  
DEPARTMENT HEAD

REVIEWED

Shannon U. Jorgensen  
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	3000141379015.1	<b>Sales Rep</b>	Drew Boeh
<b>Total</b>	<b>\$31,653.48</b>	<b>Phone</b>	(800) 456-3355, 6184512
<b>Customer #</b>	11172497	<b>Email</b>	Drew_Boeh@Dell.com
<b>Quoted On</b>	Jan. 10, 2023	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Jan. 31, 2023		TOOELE CITY
<b>Contract Name</b>	Dell NASPO Computer		90 NORTH MAIN
	Equipment PA - Utah		TOOELE, UT 84074-2139
<b>Contract Code</b>	C000000013095		
<b>Customer Agreement #</b>	MNWNC-108, PA2213		
<b>Solution ID</b>	17094287.6		
<b>Deal ID</b>	24526036		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Drew Boeh

### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>	<b>Install At</b>
ACCOUNTS PAYABLE	Standard Delivery Free Cost	ACCOUNTS PAYABLE
TOOELE CITY		TOOELE CITY
90 NORTH MAIN		90 NORTH MAIN
TOOELE, UT 84074-2139		TOOELE, UT 84074-2139
(435) 843-2137		(435) 843-2137

### Solution Name:

Tooele Utah ME5 - 30.5 TBs 7 year

Product	Unit Price	Quantity	Subtotal
Dell ME5024 Storage Array - [AMER_ME5024_15247]	\$31,653.48	1	\$31,653.48

---

Subtotal:	\$31,653.48
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$31,653.48
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$31,653.48
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## Shipping Group Details

### Shipping To

ACCOUNTS PAYABLE  
TOOELE CITY  
90 NORTH MAIN  
TOOELE, UT 84074-2139  
(435) 843-2137

### Shipping Method

Standard Delivery Free Cost

### Install At

ACCOUNTS PAYABLE  
TOOELE CITY  
90 NORTH MAIN  
TOOELE, UT 84074-2139  
(435) 843-2137

### Solution Name:

Tooele Utah ME5 - 30.5 TBs 7 year

		Quantity	Subtotal	
<b>Dell ME5024 Storage Array - [AMER_ME5024_15247]</b>		<b>\$31,653.48</b>	<b>1</b>	
Estimated delivery if purchased today:				
Jan. 29, 2023				
Contract # C000000013095				
Customer Agreement # MNWNC-108, PA2213				
<b>Description</b>	<b>SKU</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Subtotal</b>
Dell ME5024 Storage Array	210-BBOO	-	1	-
12Gb SAS 8 Port Dual Controller	403-BCPD	-	1	-
Rack Rails 2U	770-BECR	-	1	-
ME Series 2U Bezel	325-BDDO	-	1	-
Power Supply, 580W, Redundant, WW	450-ALXL	-	1	-
Dell PowerVault ME Series 2U-24, CE Marking	389-EERY	-	1	-
Dell ME5024 Shipping	340-DCGF	-	1	-
Dell Hardware Limited Warranty	871-8034	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years	871-8040	-	1	-
ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 4 Years Extended	879-8983	-	1	-
ProSupport Mission Critical 7X24 Technical Support and Assistance 7 Years	879-8984	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Basic Deployment Dell EMC Storage ME 5xxx 2U	871-8803	-	1	-
Hard Drive Filler 2.5in, single blank	400-AEPR	-	4	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AUTO	-	13	-
1.92TB SSD SAS ISE Read Intensive 12Gbps 512 2.5in Hot-plug AG Drive	400-AXPB	-	7	-
Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME	-	1	-
Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	450-AAME	-	1	-
		<b>Subtotal:</b>		<b>\$31,653.48</b>
		<b>Shipping:</b>		<b>\$0.00</b>
		<b>Environmental Fee:</b>		<b>\$0.00</b>
		<b>Estimated Tax:</b>		<b>\$0.00</b>



## Important Notes

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellmc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellmc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

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TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE

01/12/23

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** MOUNTAINLAND SUPPLY CO. V# 00440

204 3/4" WATER METERS

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
WATER METERS	51 5120 742510	300,000.00	152,823.14	31,302.63	115,874.23
<b>TOTAL:</b>				31,302.63	

REQUESTED Finance Technician  
DEPARTMENT HEAD

REVIEWED Shannon L. Wimmer  
FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
MAYOR

APPROVED \_\_\_\_\_  
COUNCIL CHAIRMAN



MSSL MOUNTAINLAND SUPPLY COMPANY  
184 West 3300 South  
Salt Lake City, UT 84115  
Phone 801-484-8885  
Fax 801-484-6954



## Quotation

EXPIRATION DATE	QUOTE NUMBER
02/09/2023	S105145823
MSSL MOUNTAINLAND SUPPLY COMPANY 184 West 3300 South Salt Lake City, UT 84115 Phone 801-484-8885 Fax 801-484-6954	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

TOOELE CITY CORP.  
90 N. MAIN  
TOOELE, UT 84074

WATER DEPT. TOOELE CITY  
WATER DEPT.  
1015 S. COLEMAN  
TOOELE, UT 84074

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
17902			CHRIS SEAL		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
CHRIS SEAL			NET 30TH	01/10/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
204ea	SENSUS 3/4S IPERL 7.5LL 100CF 2-WIRE TRPL W/ 6FT CABLE 1GAL CONFIG# I2S1FLXX SPECIAL ORDER RETURN POLICY APPLIES		153.444/ea	31302.63	
<i>* quote only - do not pay *</i>					

Bid Total does not include tax or freight. All prices herein supercede all prior quotes and are subject to change without prior notice.  
No guarantee is made as to the accuracy of the quantities listed.  
\*\*\* NOTE- All Special Order Material is Non-Returnable \*\*\*

\*Due to the impact of COVID-19 supply chain interruptions, trucking shortages, and resulting price increases, this pricing is based on material in stock at time of quotation. Please verify all quantities and part numbers prior to placing your order.\*

Subtotal	31302.63
S&H Charges	0.00
Amount Due	31302.63

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

**Date:** Wednesday, January 4, 2023

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

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

**City Council Members Present:**

Justin Brady

Maresa Manzione

David McCall

Tony Graf

Ed Hansen

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jim Bolser, Community Development Director

Jared Stewart, Economic Development Director

Holly Potter, Deputy City Recorder

Michelle Pitt, City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

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

**2. Roll Call**

Justin Brady, Present

Maresa Manzione, Present

David McCall, Present

Tony Graf, Present via phone until 5:58 p.m.

Ed Hansen, Present

**3. Mayor's Report**

Mayor Winn reported on the following:

Tooele High School is hosting a community outreach night about the activities and interests within the community for the youth in Tooele City.

In Settlement Canyon, there is currently 161% of medium of snow fall. The Fire Department responded to 16 calls during the big snow storm. The Police Department wrote 117 parking tickets due to cars parked on the road during the snow fall. There were 10 snow plow driver's that traveled a combined 2698 miles in two days.

#### **4. Council Member's Report**

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

Tooele City is officially apart of the Tree City USA Program once again.

#### **5. Discussion Items**

##### **A. Selection of Tooele City Council Commission & Board Appointments for 2023**

The Council shared the approval to leave the appointments as is. They discussed the Community that Cares Board, The Museum Board, Active Transportation Board, Regional Growth Community Board, COG, and the Utah Water Finance Agency.

##### **B. Ordinance 2023-01 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Chapter 7-16 Table 1: Tables of Uses to Remove the "Group Home" Use**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an Ordinance to amend Chapter 7-16. Currently, the verbiage allows a group home in General-Commercial district. With the recently approved ordinance permitting residential facilities for persons with a disability, there is a conflict in the Table of Uses. Ordinance 2023-01 removes the group home use from the table. By enacting a temporary ordinance, the City can prevent group homes moving into that district until a permanent solution is in place, approved after public hearings and Planning Commission recommendation. Staff will go through the permanent action to enact the Ordinance as soon as possible.

##### **C. Impact Fee Assistance Request; Project No Cap**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented Project No-Cap. It is a company that is founded through EDC Utah that manufactures plastic. Their water usage is 0.3 acre/feet per year.

Minova, a separate project/company, is considering Tooele City as the location for their expansion. The Peterson Industrial Depot will be constructing a new building and has requested assistance or incentive for impact fees and 2.18 acre/feet of water. They manufacture parts for mining companies. Their capital expenditure is \$20 million with an estimated \$48,000 to Tooele City in property taxes. Estimated impact fees for the project would be \$34,807 and estimated fee-in-lieu of water payment would be \$76,185.24.

The Council discussed and asked the following:

Is the City providing incentives to bring businesses in?

What are the estimated impact fees?

Has a time frame been identified?

How many employees will they have?

The area Minova is trying to move into is and RDA area that has a budget. This area of the City has been identified and designated for this specific thing.

Mr. Stewart addressed the Council. This is an RDA area that does have a budget the RDA could give some incentive. It is an estimated \$34,800 in impact fees with a calculated amount of about 70 employees. The Peterson Industrial Depot is currently working on a design with Minova. Mr. Stewart will follow up in regards to a time line.

The majority of the Council is in favor of an incentive to cover solely the impact fee costs for Minova. The Council was not in favor of including water fee-in-lieu costs in that incentive.

**D. Resolution 2023-04 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for NAPA Auto Parts Development**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a payment of a fee-in-lieu of water rights for NAPA Auto Parts Development. They are requesting 1.6 acre/feet of water with a capital investment of \$2.5 million and an estimated of five new jobs. As well as retaining their current jobs.

The Council asked the following questions:

Can they move their current water?

Mr. Stewart addressed the question. The water stays with the current property.

The Council is in favor of this item.

**E. Dow James and Youth Center Fees**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook presented updated and new fees for Dow James and the Youth Center.

The updated fees for Dow James are suggested as the following:

Non-profit: \$15 per hour; maximum of \$60 per day

Business: \$30 per hour; maximum of \$200 per day

The updated fees for the Youth Center are suggested as the following:

Non-profit: \$10 per hour; maximum of \$50 per day

Business: \$25 per hour; maximum of \$150 per day

Key deposit will stay on the fee schedule as is. Staff would also like to eliminate the “three months” section to the health and wellness contract length.



The Council asked the following questions:  
What type of party or events can be held at these locations?  
Does the charge cover the air/heat for use time?  
What kind of businesses use the space?

Mr. Cook addressed the Council's questions. The City does have guidelines for renters. The fee does cover heat/air when it is used for multiple hours. Boutiques are the major business type that rent the space.

Mayor Winn addressed the Council. The Youth Center will be renamed as the Community Center. Currently, the City does not want to advertise until The Boys and Girls Club moves into their new building.

The Council is in support of this item.

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

A closed meeting was held in regards to litigation.

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

The following were present during the closed meeting:  
Chairman Brady, Council Member Manzione, Council Member McCall, Council Member Graf, Council Member Hansen, Mayor Winn, Michelle Pitt, Roger Baker, Jim Bolser, Shannon Wimmer, Paul Hansen, Darwin Cook, Jared Stewart, and Chief Adrian Day.

Chairman Brady adjourned the closed meeting at 7:02 p.m.

#### **7. Adjourn**

**Chairman Brady adjourned the meeting at 7:02 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 January, 2023

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Justin Brady, City Council Chair



## **Tooele City Council and Redevelopment Agency Business Meeting Minutes**

**Date:** Wednesday, January 4, 2023

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

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

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

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

Dave McCall

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jim Bolser, Community Development Director

Jared Stewart, Economic Development Director

Holly Potter, Deputy City Recorder

Michelle Pitt, City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:04 p.m.

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

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

### **3. Public Comment Period**

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

**4. Selection of City Council & Redevelopment Agency Chair & Vice Chair Positions for 2023**

The Council would like to retain the same positions as the previous year.

**Council Member Manzione motioned to retain the same positions as the previous year.**

Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**5. Resolution 2023-01 A Resolution of the Tooele City Council Formally Naming the Competitive and Lap Pool of the Leigh Pratt Aquatics Center**

*Presented by Mayor Winn*

Mayor Winn presented the formal naming of the competitive and lap pool of the Leigh Pratt Aquatics Center to "Mel Robert's Competitive and Lap Pool."

**Council Member Graf motioned to approve Resolution 2023-01; A Resolution of the Tooele City Council Formally Naming the Competitive and Lap Pool of the Leigh Pratt Aquatics Center.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**6. Resolution 2023-02 A Resolution of the Tooele City Council Correcting Resolution 2022-60 Regarding Impact Fee Waivers for the Murdock Subdivision**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented a correction to the impact fee waiver for the Murdock Subdivision. The City Code allows the Council to provide impact fee waivers for eligible affordable housing, allowing the savings to be passed on to the buyer or renter. The approval divided the waiver into three different components. The clarification is the waiver applies to all 23 lots, not just the 15 lots in phase 1. The waiver numbers per lot are accurate and do not need correction.

**Council Member Hansen motioned to approve Resolution 2023-02.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**7. Resolution 2023-03 A Resolution of the Tooele City Council Correcting Resolution 2022-61 Regarding Impact Fee Waivers for the Harris Community Village Project**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented a correction to impact fee waiver for the Harris Community Village Project. The clarification is applied to all 66 multi-family residential units, not just the 15 lots alluded to. The waiver numbers per lot are accurate and do not need correction.

**Council Member Manzione motioned to approve Resolution 2023-03.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

**8. Ordinance 2023-01 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Chapter 7-16 Table 1: Tables of Uses to Remove the “Group Home” Use**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented a Temporary Land Use regulation for City Code Chapter 7-16 Table 1. Currently, the verbiage allows a group home in General-Commercial district. With the recently approved ordinance regarding residential facilities for persons with a disability, there is a conflict in the Table of Uses. Ordinance 2023-01 removes the group home use from the table. By enacting a temporary ordinance, the City can prevent group homes moving into that district until a permanent solution is in place, approved after public hearings and Planning Commission recommendation. Staff will go through the permanent action to enact the Ordinance as soon as possible.

**Council Member Hansen motioned to approve Ordinance 2023-01; An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Chapter 7-16 Table 1: Tables of Uses to Remove the “Group Home” Use.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

**9. Resolution 2022-107 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for the Middle Canyon Commercial Center Subdivision**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a payment Fee-in-Lieu of water rights conveyance for the Middle Canyon Commercial Center Subdivision. The application is asking for 13 acre/feet for retail development on 1000 North with an estimated 382 jobs. There are no specific businesses per pad. As business permits are issued, the acre/feet will be given.

Mr. Engar addressed the Council. It is being subdivided into 11 lots. If the contract for the water is approved, they can move forward to building and selling the lots to the businesses. The application has been submitted and they are working with staff to get it approved. They are requested that the two-year approval period begin when the subdivision is approved.

Mr. Baker addressed the Council. The Council does have the discretion to revise the resolution as they see fit. Staff does not recommend allowing the developer to drag out the process, e.g., by delaying the two-year start date or by allowing automatic extensions of the two-year period. If the developer needs more time, he can address that with the Council then. As a point of

clarification, there is not another contract to be signed at a later period regarding the payment of the fee-in-lieu.

**Council Member Manzione motioned to approve Resolution 2022-107; With a change to the verbiage of the two-year period starting when the subdivision is approved.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**10. Resolution 2022-109 A Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for Burt Brothers Tire and Services LLC.**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a payment Fee-in-Lieu of water rights for the Burt Brothers Tire and Services LLC. The request is for 0.9 acre/feet with a \$4.5 million new value. They would like to be up and running by the end of 2023.

**Council Member McCall motioned to approve Resolution 2022-109.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**11. Invoices & Purchase Orders**

There are no invoices or purchase orders to be approved.

**12. Minutes**

There are no changes to the minutes.

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

**12. Adjourn**

Chairman Brady adjourned the meeting at 7:34pm.

*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 January, 2023

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Justin Brady, City Council Chair