

Adam S. Affleck (#5434) (asa@princeyeates.com)
Thomas R. Barton (#6827) (tbarton@princeyeates.com)
Tara W. Pincock (#14754) (twp@princeyeates.com)

PRINCE, YEATES & GELDZAHLER

15 W. South Temple, Ste. 1700

Salt Lake City, Utah 84101

Telephone: (801) 524-1000

Facsimile: (801) 524-1098

Attorneys for Plaintiff

IN THE THIRD JUDICIAL DISTRICT COURT

IN AND FOR TOOELE COUNTY, STATE OF UTAH

CENTER POINT MANAGEMENT, LLC, a Wyoming limited liability company;

Plaintiff,

vs.

TOOELE COUNTY, a Utah unit of local government; and **MITIME UTAH INVESTMENT, LLC**, a Utah limited liability company;

Defendants.

VERIFIED COMPLAINT

Case No. : 150301347

Judge: Robert Adkins

Center Point Management, LLC (“**Center Point**”) complains against Tooele County (the “**County**”) and Mitime Utah Investments, LLC (“**Mitime**”) as follows:

NATURE OF THE CASE

The County solicited bids for the purchase of surplus property commonly known as the Miller Motorsports Park. The County received several bids, including bids from Mitime and Center Point. In terms of cash consideration, Mitime's bid was the lowest of all bids received. But the County, moved by Mitime's stated intentions and goals for future development, declared Mitime the winning bidder. The County and Mitime are now in the process of drafting final purchase documents. The sale, however, is unlawful. By basing its decision on future benefits of uncertain value, the County violated local ordinances and state law that prohibit the sale of County-owned property for anything less than full and adequate consideration. By its unlawful conduct, the County, moreover, deprived Center Point of fair and lawful consideration of its competing bid. By this action, Center Point seeks assistance from the Court to enjoin, or set aside, the sale.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter and the parties pursuant to Utah Code Ann. §§ 78A-5-102 and 78B-3-205.
2. Venue in this Court is proper pursuant to Utah Code Ann. §§ 78B-3-301 and 303.

PARTIES

3. Center Point is a Wyoming limited liability company registered to do business in the State of Utah.

4. The County is a unit of local government that is a body corporate and politic and is a legal subdivision of the State of Utah.

5. Mitime is a Utah limited liability company.

GENERAL ALLEGATIONS

6. The County owns 512.46 acres of real property located at 901 Sheep Lane, Tooele, Utah, 84074 (the “**Property**”), which is the site of the Miller Motorsports Park and which is more particularly described as follows:

Lot 1, Deseret Peak PUD Phase 5, a Planned Unit Development of Tooele County (Tooele County Assessor’s Parcel Number #16-023-0-001).

7. On, or about, July 21, 2015, the County published a “Notice of Sale of County-Owned Surplus Property and Invitation to Bid Miller Motorsports Park.” A copy of this notice is attached hereto as Exhibit 1.

8. This notice required sealed bids to be submitted to the County prior to July 23, 2015, at 5:00 p.m.

9. Timely bid proposals were submitted by Mitime, Center Point, and others.

10. After the County’s receipt of these bid proposals, County officials met privately with Mitime and Center Point to discuss amendment of their respective bids to address certain desires of the County, including bringing a new source of water and sewer to the Property, de-annexation of the Property from the City of Grantsville, and continuing operation of the Miller Motorsports Park.

11. At the invitation of County officials, Center Point amended its initial bid and, on July 30, 2015, submitted a Memorandum of Understanding to the County memorializing the same (the “**Center Point MOU**”). A copy of the Center Point MOU is attached as Exhibit 2.

12. Upon information and belief, County officials continued to meet with Mitime after receiving the Center Point MOU, and Mitime ultimately amended its initial bid as well.

13. On August 13, 2015, the County gave notice of a public hearing to be held on August 18, 2015, to consider the proposed disposition of the Miller Motorsports Park. A copy of the notice is attached as Exhibit 3.

14. One day before the scheduled hearing, County officials executed a Memorandum of Understanding accepting Mitime’s amended bid (the “**Mitime MOU**”). A copy of the Mitime MOU, dated August 17, 2015, is attached as Exhibit 4.

15. On August 18, 2015, at the scheduled hearing, the County publically announced its agreement to sell the Property to Mitime. A copy of the minutes of the public hearing is attached as Exhibit 5.

16. Under the terms of the Mitime MOU, the County is obligated to employ good faith efforts to negotiate a mutually acceptable purchase and sale agreement within thirty (30) days following the completion of required notices, hearings, and meetings. Mitime MOU §§ 3 and 4.

17. Upon information and belief, the County does not intend to hold additional hearings or meetings concerning the Mitime MOU and is currently drafting final purchase documents, which, upon execution, will bind the County to sell the Property to Mitime on terms consistent with the Mitime MOU.

18. The consideration for the Property to the County proposed under the Mitime MOU consists of the following:

- a. \$20,000,000 in cash payable at closing (Mitime MOU § 2);
- b. Up to \$2,500,000 cash to pay its proportionate share of infrastructure cost if Mitime should desire to obtain an alternate or secondary source of water and sewer to the Property (Mitime MOU § 13); and
- c. Mitime's promise to use its best efforts to fulfill its intentions and goals for future development of the Property relating to operation of the site "as a viable motor racing venue, and as a comprehensive motorsports education, development and manufacturing facility." Mitime MOU § 13 & Exhibit A, p.1.

19. The consideration for the Property to the County proposed under the Center Point MOU consists of the following:

- a. \$22,500,000 cash payable at closing (Center Point MOU § 1.1);
- b. Up to \$5,000,000 cash or bond to pay for the construction of culinary water and sewer services to be provided by the County to the Property within two years of closing (Center Point MOU §§ 2.4 and 1.10);

c. Center Point's promise to replace current facility management following the vacating of the Property by the current tenant (Center Point MOU § 1.6);

d. Center Point's promise to make all best efforts to successfully negotiate a new master lease with Ford Performance Racing School – Dan McKeever, and/or The Ford Motor Company directly for the purpose of retaining the school services and supporting personnel (Center Point MOU § 1.7);

e. Center Point's promise to make all best efforts to successfully negotiate extension of new lease agreements with current onsite tenants, including garage and office space, based upon availability and the reallocation of such assets necessary to Center Point's operations (Center Point MOU § 1.8);

f. Center Point's promise to make all best efforts to successfully negotiate a rezoning of the Property as necessary to include “mixed use” for the purpose of establishing manufacturing, office, and residential zoning based upon the reallocation of assets necessary to Center Point's operation requirements (Center Point MOU § 1.9); and

g. Center Point's promise to request a de-annexation of the Property from the City of Grantsville, Utah upon completion of the major development of the secondary water source for the continuity of water with the community. Center Point MOU § 1.11.

20. In deciding to accept the Mitime MOU, the County failed to conduct any independent evaluation or determination of the value of the stated non-cash consideration contained in the Mitime MOU or to document such evaluation or determination.

21. Moreover, Mitime's promise in the Mitime MOU to pay up to \$2,500,000 in infrastructure costs, which is wholly contingent on whether Mitime later decides that it wants an alternative or secondary source of water, is of no clear, certain, or present benefit to the County.

22. Similarly, Mitime's promise in the Mitime MOU to employ its best efforts to fulfill its intentions and goals regarding future development of the Property is unenforceable, illusory, and is of no clear, certain, or present benefit to the County.

23. Given that the non-cash consideration proposed under the Mitime MOU presents no clear, certain, or present benefit to the County and that the County has received bids (including from Center Point) to purchase the Property for cash consideration in excess of the cash consideration stated therein, the County's proposed sale of the Property to Mitime will not be, and is not, in exchange for full and adequate consideration.

CAUSE OF ACTION

(To Enjoin or Set Aside Unlawful Sale of Public Property)

24. Center Point incorporates the allegations of the preceding paragraphs.

25. The County's proposed sale of the Property to Mitime is unlawful and in violation of Tooele County Code § 1-10-2, which requires that the disposition of any real

property owned by the County “shall not be for less than full and adequate consideration unless otherwise permitted by law.”

26. The County’s proposed sale of the Property to Mitime is unlawful and in violation of generally applicable Utah law, which requires that the disposition of public property be in exchange for a clear, present benefit that reflects fair market value and which further, specifically, prohibits assignment of value for future or uncertain benefits.

27. Center Point is entitled to judgment enjoining, or, if consummated after the commencement of this action, setting aside, the County’s proposed sale of the Property to Mitime.

WHEREFORE, on its Cause of Action, Center Point request the following relief:

A. Judgment enjoining the County from proceeding with the sale of the Property under the Mitime MOU or, alternatively, if the sale under the Mitime MOU is consummated;

B. Judgment setting aside the County’s sale of the Property to Mitime; and

C. Judgment for costs and such other relief at law or in equity that the Court deems appropriate.

DATED this 8th day of September, 2015.

PRINCE, YEATES & GELDZAHLER

By: /s/ Adam S. Affleck
Adam S. Affleck
Attorneys for Plaintiff

VERIFICATION

I, Andrew Cartwright, am the Manager of Center Point Management, LLC, and am authorized to make this verification on its behalf. I have read the foregoing VERIFIED COMPLAINT and know its contents. I am informed and believe, and on that ground allege, that the factual allegations stated herein are true.

I declare under penalty of perjury under the laws of the State of Utah that the foregoing is true and correct.

Executed this 8th day of September, 2015.

/s/ Andrew Cartwright

EXHIBIT 1

From: smilne.tooelecounty@gmail.com smilne.tooelecounty@gmail.com
Subject: RFP - Miller Motorsports Park, Tooele County, Utah
Date: July 22, 2015 at 4:56 PM
To: smilne.tooelecounty@gmail.com smilne.tooelecounty@gmail.com



This email is to inform you of Tooele County's intent to divest the property known as Miller Motorsports Park (MMP) campus and buildings as "Surplus Property".

Upon the advice of the County Attorney, we are taking this additional step merely as a precautionary measure and invite all interested parties for the acquisition of said property to submit proposals to the County Commission for consideration.

Subsequently, the new deadline for proposals to be submitted to Tooele County is 5:00PM MST Thursday July 23rd, 2015 (refer to attachment).

I am happy to address any questions you may have regarding this matter (see contact info below signature line).

Shawn Milne
Tooele County Commissioner
435.243.7313
SMilne.TooeleCounty@gmail.com

Adventure awaits in Tooele County!
<http://bit.ly/TourTooele>

County Commission Office
47 South Main Street
Suite 300
Tooele UT 84074

TOOELE COUNTY CLERK/AUDITOR

MARILYN K. GILLETTE
Tooele County Clerk/Auditor

TOOELE COUNTY
47 South Main Street
Tooele, Utah 84074-2194
(435)843-3140/Fax (435)882-7317

DEBBIE SMART
Chief Deputy Clerk/Auditor

NOTICE OF SALE OF COUNTY-OWNED SURPLUS PROPERTY AND INVITATION TO BID MILLER MOTORSPORTS PARK

Tooele County desires to sell the surplus property known as the Miller Motorsports Park and invites all interested parties to submit bids for purchase. The legal description of the property is as follows:

LOT 1, DESERET PEAK PUD PHASE 5, A PLANNED UNIT DEVELOPMENT
OF TOOELE COUNTY. 512.46 ACRES

Sealed bids must be submitted to the Tooele County Clerk, 47 South Main, Tooele, Utah

84074, prior to 5:00 p.m. on Thursday, July 23, 2015. Previously submitted bids are accepted and may be amended prior to the deadline. Please contact the Tooele County Commission with any questions at (435) 843-3150.

Tooele County reserves the right to reject any or all bids, waive any informality in the bid documents, and to negotiate a contract with any qualified bidder.

DATED this 20th day of July 2015.

**BY ORDER OF THE
TOOELE COUNTY COMMISSION:**


MARILYN K. GILLETTE, County Clerk/Auditor

(Please publish on July 21, 2015.)

EXHIBIT 2

**MEMORANDUM OF UNDERSTANDING
OF THE
TOOELE COUNTY UTAH
SURPLUS PROPERTY – MILLER MOTORSPORTS PARK**

THIS MEMORANDUM OF UNDERSTANDING is made effective this 30th day of July 2015, by and between Center Point Management, LLC, a Wyoming limited liability company or assign(s) (“Buyer”), and Tooele County, a Utah Government Municipality, (“Seller”).

RECITALS

Seller owns certain real property located in Tooele County Utah identified as: Tooele County Assessors Parcel Number (“A.P.N.”) # 16-023-0-0001 and more commonly known as: 2901 Sheep Lane, Tooele, Utah 84074 referred to herein as the “Property”.

Center Point Management, LLC, a Wyoming limited liability company, is referred to herein as the “Buyer”;

Buyer desires to purchase Seller’s Property from Seller on the terms and conditions set forth herein. Seller desires to sell Seller’s Property to Buyer, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, the parties agree as follows:

**ARTICLE 1
PURCHASE AND SALE OF REAL PROPERTY**

1.1 **Purchase Price.** The total purchase price for the Property shall be the sum of Twenty-two Million Five-hundred Thousand Dollars (\$22,500,000.00).

1.2 **Deposit.** A deposit in the sum of One Hundred Thousand Dollars (\$100,000.00) shall be deposited into trust with First American Title Company of Utah within 5 working days following the Tooele County Commissioners regularly scheduled public meeting to be held within 30 days following the execution of this Memorandum. Deposit shall be applied to the Buyers cost of closing this transaction.

1.3 **Closing.** The closing of the Property agreed to herein will take place at such time and place as agreed to by the parties within additional documentation – as necessary, and facilitated by First American Title Company of Utah. The remaining balance of the purchase price shall be payable under the terms outlined in Section 1.4 .

1.4 **Terms of Purchase.** The following terms and conditions apply to the purchase and sale of the Property;

(a) The remaining balance of the purchase and sale shall be paid in Cash upon the successful closing of Escrow on or before October 31, 2015.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

To induce Buyer to enter into this Memorandum of Understanding, the Seller represents and warrants that the following are true and correct on the date hereof and will be true and correct as of the Closing Date:

2.1 Authority; Binding Nature of Memorandum of Understanding. The execution, delivery and performance of this Memorandum of Understanding by Seller and the consummation of the transactions contemplated by this Memorandum of Understanding have been duly authorized by all necessary action on the part of Seller and do not and will not conflict with, constitute a default under, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice. The Seller has full power and authority to enter into this Memorandum of Understanding and to carry out the transactions contemplated hereby. This Memorandum of Understanding has been duly and validly executed and delivered by the Seller and is the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, and by general equitable principles.

2.2 No Liens on Seller's Property. Seller owns the Property free and clear of any encumbrances other than those arising under this Memorandum of Understanding. The Property is not subject to any outstanding option, warrant, call, or similar right of any other person to acquire the same, and subject to any restriction on transfer thereof except for restrictions imposed by the governing documents. Monies held until all lien releases are provided as part of Paragraph 1.4 Closing.

2.3 Rezoning of Property and new Facilities. Seller will make all best efforts to successfully approve a rezoning of the Property – when possible, to include “Mixed Use” for the purpose of establishing Manufacturing, Office, Retail and Residential zoning based upon the reallocation of Property assets necessary to the operational requirements of the Buyer. Rezoning is not a requirement of the closing of the Property.

2.4 Water and Sewer Services. Seller shall be responsible for providing Tooele County approved culinary water and sewer services to the Property within two (2) years following the successful closing of escrow of the Property.

ARTICLE 1 REPRESENTATIONS AND WARRANTIES OF BUYER

To induce Seller to enter into this Memorandum of Understanding, Buyer represents and warrants to Seller that the following are true and correct on the date hereof and will be true and correct as of the Closing Date:

1.1 **Authority.** The execution, delivery and performance of this Memorandum of Understanding by Buyer and the consummation of the transactions contemplated by this Memorandum of Understanding have been duly authorized by all necessary action on the part of Buyer and do not and will not conflict with, result in a default of, constitute a default under, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice. Buyer has full power and authority to enter into this Memorandum of Understanding and to carry out the transactions contemplated hereby. This Memorandum of Understanding has been duly and validly executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, and by general equitable principles.

1.2 **Consents and Approvals.** No consent, authorization, order, or approval of or filing with any person is required for the execution and delivery of this Memorandum of Understanding and the consummation by Buyer of the transactions contemplated by this Memorandum of Understanding other than those obtained contemporaneously with the execution of this Memorandum of Understanding.

1.3 **Personal Property of Miller Motorsports Park.** Buyer accepts responsibility for the independent negotiation for and any subsequent purchase of the current Lessees "Miller Motorsports Park, Utah, L.L.C." Personal Property (Personal Property), currently in use within the Lessees business operation.

1.4 **Property Condition.** Buyer accepts the Property in its current condition and hereby releases Seller from all obligations to any representation of any available Personal Property separate to this Memorandum of Understanding. No such representation by the Seller has been made or is to be included with this Property sale.

1.5 **Assignee.** Upon approval of the Utah State Corporation Commission, the proposed named Assignee shall be a Utah Limited Liability Company known as; "Bonneville Salt Lake Raceway Group, LLC"

1.6 **Management of Facility Operations.** Buyer shall replace current Facility Management following the vacating of the Property facilities by the current Tenant.

1.7 **Master Lease of Facility Operations.** Buyer will make all best efforts to successfully negotiate a new Master Lease with the Ford Performance Racing School – Dan McKeever, and/or The Ford Motor Company directly for the purpose of retaining the school services and supporting personal.

1.8 **Retention of Facility Tenancy.** Buyer will make all best efforts to successfully negotiate extension or new lease agreements with current onsite Tenants including Garage and Office space based upon availability and the reallocation of such assets necessary to the Buyers operation requirements.

1.9 **Rezoning of Property and new Facilities.** Buyer will make all best efforts to successfully negotiate a rezoning of the Property – as necessary, to include "Mixed Use" for the purpose of establishing Manufacturing, Office, Retail and Residential zoning based upon the reallocation of Property assets necessary to the Buyers operation requirements.

1.10 **Water and Sewer Service.** Buyer shall be responsible for providing Five Million Dollars (\$5,000,000.00) in Cash or by Bond into Trust for construction of culinary water and sewer services - provided by Tooele County to the Property, upon the approval of such County provided services. Buyer shall not be responsible for any actual construction costs above the agreed upon amount herein, and shall be credited back in the event the construction costs are less than the funds provided. Buyer shall retain all "Pioneering Rights" to the improvements for future connections into the services.

1.11 **De-annexation.** Buyer shall request a de-annexation of the Property from the City of Grantville Utah upon successful completion of the Major Development of the Secondary Water Source for the continuity of water within the community.

1.12 **Brokers or Agents.** Buyer has not employed or dealt with any brokers, consultants or investment bankers in connection with the transactions contemplated hereby.

1.13 **Investment representations.**

- (a) Buyer is capable of evaluating the merits and risks of purchasing the Property.
- (b) Buyer is able to bear the economic risk of this investment.

ARTICLE 2 CONDITIONS PRECEDENT TO CLOSING

2.1 Conditions Precedent to Buyer's Obligations.

(a) The obligations of Buyer and the Sellers under this Memorandum of Understanding are subject to fulfillment at or prior to the closing of the parties execution of the documents attached hereto as Exhibit A.

(b) The obligations of Buyer and the Sellers under this Memorandum of Understanding are subject to the successful Closing of Escrow establish with First American Title of Utah a licensed escrow and title insurance agency in the State of Utah, with all conditions as appearing within the Title commitment underwritten by First American Title Insurance Company a Delaware corporation, being satisfied.

When available, the First American Title Commitment shall be attached hereto as Exhibit B and made apart hereof.

ARTICLE 5 FURTHER COOPERATION

Seller agrees to cooperate with the Buyer by executing further documents that may be necessary in any circumstance to either make this Property purchase effective or document this Property sale.

**ARTICLE 6
MISCELLANEOUS**

6.1 **Expenses.** Each party to this Memorandum of Understanding will pay all expenses incurred by it relating to the transactions contemplated by this Memorandum of Understanding, including without limitation, the fees and expenses of its legal, accounting and financial advisors.

6.2 **Governing Law.** This Memorandum of Understanding will be construed under and governed by the laws of the State of Utah without regard to the conflict of law principles of any jurisdiction.

6.3 **Entire Memorandum of Understanding; Amendment.** This Memorandum of Understanding constitutes the entire Memorandum of Understanding between the parties and supersedes all prior discussions, negotiations and understandings relating to the subject matter hereof, whether written or oral. This Memorandum of Understanding may not be amended, altered, enlarged, supplemented, abridged, modified, or any provisions waived, except by a writing duly signed by all of the parties to this Memorandum of Understanding.

6.4 **Counterparts.** This Memorandum of Understanding and all subsequent documentation with the exception of any recordable-form Warranty Deed may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same Memorandum of Understanding.

6.5 **No Third-Party Rights.** Nothing expressed or implied in this Memorandum of Understanding is intended, nor may be construed, to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Memorandum of Understanding.

6.6 **Headings.** The descriptive headings of the Articles and Sections of this Memorandum of Understanding are inserted for convenience only and do not constitute a part of this Memorandum of Understanding.

6.7 **Knowledge.** Whenever "to Sellers' knowledge," "to its knowledge," "known" or a similar phrase is used with respect to Seller to qualify a representation or warranty.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed as of the date set forth above.

SELLER:

By: _____
Chairman Wade B. Bitner
Tooele County Commissioner

BUYER:

By: _____
Andrew Cartwright
Manager
Center Point Management, LLC

By: _____
Myron Bateman, MPA
Tooele County Commissioner

By: _____
Shawn Milne
Tooele County Commissioner

Exhibit A

Seller and Buyer mutually agree to execute all additional necessary documentation when available for the successful closing of the Property escrow.

Exhibit B

First American Title Insurance Company
Preliminary Title Report / Title Insurance Commitment

EXHIBIT 3

TOOELE COUNTY CLERK/AUDITOR

TOOELE COUNTY BUILDING

MARILYN K. GILLETTE
Tooele County
Clerk/Auditor

47 South Main Street
Tooele, Utah 84074-2194

(435)843-3140/Fax (435)882-7317
www.co.Tooele.ut.us/Clerk.htm

DEBBIE SMART
Chief Deputy
Clerk/Auditor

PUBLIC NOTICE OF MEETING AND AGENDA Tooele County Commission

NOTICE IS HEREBY GIVEN THAT THE TOOELE COUNTY COMMISSION WILL HOLD A REGULAR SCHEDULED MEETING ON TUESDAY, AUGUST 18, 2015 AT 7:00 PM, IN ROOM 321, TOOELE COUNTY BUILDING, 47 SOUTH MAIN STREET, TOOELE, UTAH.

THE AGENDA ITEMS FOR THIS MEETING ARE AS FOLLOWS:

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. MINUTES
4. CONSENT AGENDA
 - A) INVOICES
 - B) TAX ADJUSTMENTS
 - C) RATIFICATIONS
 - D) CONTRACT REVIEW
5. RESOLUTION 2015-04 - ADOPTING THE 2015 TAX RATES AND PROPERTY TAX REVENUE BUDGET AMOUNTS (PRESENTER - MARILYN GILLETTE, COUNTY CLERK/AUDITOR) COMMISSIONER BATEMAN
6. PUBLIC HEARING ON THE PROPOSED DISPOSITION OF THE MILLER MOTORSPORTS PARK SURPLUS PROPERTY
7. PUBLIC HEARING ON THE PROPOSED MID-YEAR BUDGET ADJUSTMENTS
8. RESOLUTION 2015-07 - AMENDING (INCREASING) THE 2015 TOOELE COUNTY GENERAL FUND BUDGET FROM \$25,224,508 TO \$25,567,818 (PRESENTER - MARILYN GILLETTE, COUNTY CLERK/AUDITOR) COUNTY COMMISSION
9. RESOLUTION 2015-08 - AUTHORIZING AN OPINION QUESTION TO BE INCLUDED ON THE BALLOT FOR THE NOVEMBER 3, 2015 GENERAL ELECTION TO IMPOSE A LOCAL SALES AND USE TAX OF ONE QUARTER OF ONE PERCENT (0.25%) TO FUND TRANSPORTATION IMPROVEMENTS (PRESENTER - MARILYN GILLETTE, COUNTY CLERK/AUDITOR) COMMISSIONER BATEMAN
10. BOARD OPENINGS
 - A) LAKE POINT CEMETERY AND PARK DISTRICT- 3 POSITIONS- OPEN UNTIL FILLED
11. PUBLIC CONCERNS
12. ADJOURNMENT

AS APPROVED BY THE TOOELE COUNTY COMMISSION
DATED THIS 13TH DAY OF AUGUST, 2015

MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR

PURSUANT TO THE AMERICANS WITH DISABILITY ACT, INDIVIDUALS NEEDING SPECIAL ACCOMMODATIONS DURING THIS MEETING SHOULD NOTIFY MARILYN K. GILLETTE, TOOELE COUNTY CLERK/AUDITOR, AT 843-3148 PRIOR TO THE MEETING.

EXHIBIT 4

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated August 17, 2015, summarizes the terms on which Tooele County (the "County") proposes to sell to Mitime Investment and Development Group ("Mitime") the Miller Motorsports Park located at 2901 Sheep Lane, Tooele, Utah.

1. **Property.** The property to be sold by the County to Mitime (collectively, the "Property") consists of:
 - (a) fee title to all land (the "Land") on which the Miller Motorsports Park (the "Park") is operated, which Land is located at approximately 2901 Sheep Lane, Tooele, Utah and consists of approximately 511 acres;
 - (b) all buildings, racetracks, facilities, garages, concession stands, roads, driveways, parking areas and improvements located on the Land, including, without limitation, the buildings and improvements identified on **Exhibit A**, attached hereto and incorporated herein by this reference;
 - (c) all of the personal property or other items listed on **Exhibit A**, attached hereto and incorporated herein by this reference; and
 - (d) any other property owned by the County or hereafter conveyed to the County from the existing tenant, Miller Motorsports Park, Utah, L.L.C. ("Miller") or others that relates to the operation of the Park on the Land.

The items listed in **Exhibit A** consist of items which Miller represents to the parties will remain at the Miller Motorsports Park. County cannot warrant that these items will remain with the Property.

2. **Purchase Price.** The purchase price shall be \$20,000,000 in cash payable at the closing.
3. **Public Notice.** Following the execution of this MOU, the County shall promptly proceed with all public notices, hearings and other meetings required under law to authorize the County's sale of the Property to Mitime (collectively, "County Procedures").
4. **Purchase and Sale Agreement.** The County and Mitime shall use good faith efforts to negotiate a mutually acceptable purchase and sale agreement (the "Purchase Agreement") within thirty (30) days following the completion of the County Procedures. Such Purchase Agreement shall also contain such representations and warranties and other provisions as are customary in transactions of this type.
5. **Exclusivity.** From the date of this MOU until the expiration of such thirty (30) day period, the County shall not market the Property or negotiate or accept any offer or enter into any agreement with respect to the sale of the Property with any person or entity, other than Mitime.
6. **Earnest Money.** Within five (5) business days following the execution and delivery of a mutually acceptable Purchase Agreement, Mitime shall deposit the sum of \$100,000 earnest money deposit (the "Deposit"), with First American Title Insurance Company (the "Title Company") located at 215 South State Street, Suite 380, Salt Lake City, Utah 84111. The Deposit will be placed in an interest bearing account, with the principal and interest to be applied against the purchase price at the Closing or returned to Mitime as described below.
7. **Review Period.** Mitime will have a period of ninety (90) days (the "Review Period"), beginning on the date Mitime receives a fully executed Purchase Agreement, to perform its due diligence, including, but not limited to (i) structural, engineering and environmental studies and inspections of the Property and (ii) the review of leases, title, survey, local law compliance, service contracts, books,

records and other documents and information relevant to the Property. Mitime will have the right to terminate the purchase agreement for any reason, or no reason, in its sole discretion, at any time prior to the expiration of the Review Period. Upon such termination, Mitime would receive a full refund of the Deposit and accrued interest. If Mitime does not terminate, the Deposit shall become non-refundable except upon default of the County or casualty to or condemnation of the Property.

8. **Conditions Precedent.** The Purchase Agreement shall include customary conditions precedent to closing, including (a) the County shall have delivered all transaction documents required to be delivered by the County under the Purchase Agreement; (b) the County shall have complied with all pre-closing covenants set forth in the Purchase Agreement; (c) the County's representations and warranties set forth in the Purchase Agreement shall be true and accurate as of the date of the closing; (d) no adverse change shall have occurring with respect to the Property; and (e) Mitime shall have purchased or shall have the right to purchase the remaining personal property necessary to operate the Park located on the Land from Miller that is not being conveyed to Mitime from the County.
9. **Closing.** The closing of the purchase and sale of the Property shall occur at the Title Company on a date mutually agreeable to the parties, but in all events on or before December 31, 2015. The County shall convey the real property by special warranty deed at closing.
10. **Closing Costs.** Mitime shall pay for the cost of obtaining a survey of the Property, and all transfer fees/taxes associated with the transaction. The County will pay for the cost of an ALTA owner's title insurance policy in favor of Mitime in the amount of the purchase price. Each party will be responsible for its own legal fees and one-half (1/2) of all escrow fees.
11. **Access.** From and after the date of this MOU, the County agrees to provide access to the Property to Mitime and its agents, inspectors and engineers for the purpose of determining the suitability of the Property, subject to the terms of the existing lease with Miller.
12. **Other Offers.** The County represents and warrants that other perspective buyers of the Property (the "Perspective Buyers") made offers to purchase the Property and one offer was in excess \$20,000,000 cash for the Property and that to the County's knowledge, the Perspective Buyers are legitimate perspective buyers of the Property.
13. **Buyers Representations.** In addition to the purchase price stated above, the Purchase Agreement shall include the following representations to induce the Seller to accept its offer to purchase. First, Buyer shall warrant that should it desire to obtain an alternate or secondary source of water and sewer to the Park, it will pay its proportionate share of the necessary infrastructure actual costs to the appropriate legal entity, up to \$2,500,000. Second, Buyer warrants that it will use its best efforts to fulfill the promises set forth in, but subject to, the proposal attached as Exhibit A.
14. **Non-Binding Provisions.** Except for the obligations in paragraphs 3, 4, 10, 11 and 12 of this MOU, it is the expressed intention of the parties hereto and despite any (i) subsequent negotiations, (ii) any actions taken hereafter by any party hereto, and/or (iii) any actual or claimed reliance, that this letter does not give rise to any legally binding contractual obligations of Mitime or the County. This letter is not, and shall not be construed as, an offer that may be accepted by The County. The preparation, negotiation, execution and delivery of a formal written purchase agreement acceptable to all parties are conditions precedent to the creation of any legally binding contractual relationship with respect to the purchase or sale of the Property.

[Remainder of page intentionally left blank; signature on following page]

IN WITNESS WHEREOF, the County and Mitime have executed this MOU as of the date first written above.

"COUNTY"

TOOELE COUNTY

Commissioner Wade Bitner (*Chairman*)

Signature: Wade Bitner

Commissioner Shawn Milne

Signature: Shawn Milne

Commissioner Myron Bateman

Signature: Myron Bateman

"MITIME"

MITIME INVESTMENT AND DEVELOPMENT GROUP

By: [Signature]
Name: Aaron Wilson
Title: Vice-President

EXHIBIT A
TO
MEMORANDUM OF UNDERSTANDING

Proposal

1 - EXECUTIVE SUMMARY

Mitime Investment and Development Group ("Mitime" or the "Mitime Group"), a subsidiary of the Geely Group of Companies which owns both the Volvo Car Company and Geely Car Company, the largest independent automobile company in China, proposes to acquire the Miller Motorsports Park ("MMP") and to operate the site as a viable motor racing venue, and as a comprehensive motorsports education, development and manufacturing facility.

Key business operations elements intended by Mitime include:

- Continuation of the current operations of the existing facility into the 2016 race season and beyond
- Create a Utah Motorsports Campus at MMP to be a comprehensive motorsports education and technology development facility, that will include:
 - Degree programs, classroom education and practical training for motorsports management and technical motorsports specialties
 - Development of the Utah Motorsports Race Car Development Center, which will include race design and production facilities at MMP
 - Production of oval track race cars and hill climb trucks for sale in China
 - Operation of a comprehensive driver training program for road-racing, American-style oval track racing and off-road racing.
- Key site development elements intended by Mitime include:
 - Undertake significant site upgrades and improvements to meet current FIA/FIM international racing facility standards at a cost estimated to be approximately \$6-8M
 - Construction of a 3/8 mile sanctioned oval stadium, and Rally-X courses at a projected cost of approximately \$40M
 - Future construction of a hotel, classrooms, manufacturing/industrial facilities, garage units and other facilities as required to service the business operations of the Utah Motorsports Campus
- Mitime believes this proposal will encompass important attributes such as:
 - A comprehensive long term vision developed by a well-funded and successful international business group that represents the fifth largest car producer in China.
 - Capital investment and construction of more than \$40M are envisioned, with associated increases in the Tooele County property/sales tax base
 - Employment, visitation and other activities generating economic benefits to the Tooele County region that could in principal exceed \$1B over the next 25 years.

2 - INTRODUCTION TO THE MITIME GROUP OF COMPANIES

The Mitime Group of companies is a Beijing, China based organization that is wholly owned by Mr. Shufu Li, who is also the Chairman and Owner of the Geely Car Company, the Volvo Car Company, and associated automotive support and supply companies in China, the USA and other countries.

MITIME GROUP

The Mitime Group is owned exclusively by Chairman Shufu Li and operates independently of the Geely and Volvo companies under President Mr. Xinggui Wang.

The Mitime Group has a variety of different business interests including the ownership of seven major universities in China. This group has also been given the responsibility by Chairman Li to develop a minimum of five major international motor sports facilities in China and to develop a number of oval facilities in cities around the country. They will also establish, promote and operate several nationwide road and American style racing series and will organize major events for these series at their company owned race facilities.

For the past ten years Mitime has operated and promoted the China Formula GP racing series and in 2014 secured the exclusive rights from the International Automobile Federation ("FIA"), to own and operate their new FIA sanctioned Formula Four race series in China.

Mitime has since purchased one hundred and twenty, \$80,000 Formula Four race cars from Italy, to which they have fitted Geely engines and the series is now in full operation.

In 2012 Mitime contracted with Alan Wilson, an internationally recognized race facility designer, who designed the MMP for Larry Miller and who became MMP's first General Manager, to design Mitime's new race track facilities and to consult on the development of its racing activities.

The first of Mitime's new tracks is now under construction in Ningbo city (population 8 million), the location of a major, new, Geely assembly plant, and



land has been secured for the next few facilities for which designs are now under way. These facilities will be located on Hainan Island, (population 6 million); in Chong Quin, (population 20 million), the location of a Volvo assembly plant; Beijing (population 28 million), and in Mulan (population 14 million).

All these tracks are to be developed to host FIA and FIM (Motorcycle) international level events and to meet the FIA2 design and operational standards. As such, all are the same level facilities as the MMP. These projects are all scheduled to be in operation within the next seven years.

3 - OVERVIEW OF MITIME BUSINESS PLAN FOR OPERATIONS AT MMP

A. TRANSITION PLANS

Legal and Regulatory. As soon as a purchase deal has been completed with Tooele County, Mitime will proceed with all necessary transition requirements. These will include all legal elements and the establishment and registration of new holding and operating companies.

Continuity of Operations. Plans will be put in place to ensure the smooth and unimpeded continuation of business activities to ensure a smooth transition into the 2016 season, starting March 1, 2016. Upon the acquisition of the MMP, Mitime will aggressively negotiate for 2016 events.

Staffing. At the same time, Mitime intends to begin the process of interviewing and hiring local staff and transitioning them into their new management and operations roles. Subject to the consent of the current operator, many of these may be sourced, if possible, from existing MMP staff.

Potential costs to Mitime to carry out these transitional necessities are expected to be in the range of \$5,000,000.

B. EXTENSION OF CURRENT OPERATIONS AND FACILITY UPGRADES

1. The goal of the transition activities is for Mitime to begin full operating status as of the date of transfer of ownership from Tooele County, and the release of assets to Tooele County by the current operator.
2. Mitime plans to continue current levels and elements of the operations of the existing facility into the 2016 race season, starting at the same level as currently operated, using as many management and staff as are appropriate to the efficient and cost effective operation of the facility and its events.
3. Mitime will initiate new business activities designed to increase the level of business activity at the site, including addition of new events.
4. Mitime will undertake significant site upgrades and improvements so as to bring MMP up to current FIA and FIM international standards, noting that these are now significantly different to those under which MMP was first granted appropriate international event licenses. The goal being to establish the MMP facility as one of the USA's pre-eminent motor sports complexes.

Initial estimates of these costs, excluding purchase of necessary property not to be transferred by Tooele County to Mitime, could exceed \$8,000,000.

C. ADDITION OF NEW MOTOR SPORTS FACILITIES

PROPOSAL TO TOOELE COUNTY

1. Oval Track. Mitime has the intention of adding a high quality 3/8th mile, sanctioned, oval stadium.
2. Drag Strip. Subject to the availability of land and the ability to comply with local government rules and regulations, Mitime is interested in adding a new 1/8th mile drag racing facility.
3. Moto-X. Mitime is interested in absorbing the existing moto-x venue at the Deseret Peak Complex into the Utah Motorsports Campus facility. This could be integrated into a new motorsports course/stadium.
4. Rally-X. Mitime will plan to integrate a Rally-X course into its existing track complexes so as to take advantage of this rapidly growing and international new element of motor sports.

Mitime expects to add other facilities within the first few years of their ownership which may include a hotel, university level educational facilities, race car construction facilities and tourism centers. These may require an increase in staff and further property and sales tax commitments.

The projected investment required to build these facilities are estimated to be approximately \$40,000,000 and will result in the need for additional employment and increased property tax commitments to Tooele County.

D. THE UTAH MOTORSPORTS CAMPUS PLAN.

A reason for Mitime's interest in MMP relates to its need to further develop its several Chinese motorsports facilities and businesses and to facilitate their growth of motorsport in the Chinese and Asian markets by integrating the North American style racing culture into their market.

Background

As noted, Mitime is building a minimum of five major international race facilities in China. These will all be full MMP standard venues which will be supported by Mitime's ownership, development and operation of several different race series, including production and sports car and motorcycle racing. In addition they will build several stand-alone American oval type facilities in cities throughout China.

At the present time there are only seven race facilities in all of China compared to more than one hundred thirty road course and several hundred oval facilities in the USA, with the consequence that there are simply insufficient numbers of qualified track management and event qualified staff in China needed to meet Mitime's immediate track development staffing requirements.

Mitime also recognizes that, while the existing tracks in China are operating under the influence of the European model racing culture, these have not been commercially successful and that an American motorsports culture, specifically based around the development of American oval type facilities and events will be more appropriate for Mitime's race plans.

Equally, there are no effective race driver training facility's or operations in China at this time able to teach the North American style racing skills needed to build up a sufficient number of qualified participants to enable Mitime's new tracks to open their events with full fields of competitors.

THE UTAH MOTORSPORTS CAMPUS

As a consequence Mitime needs to, and is willing to invest significant funds into using the MMP facility as the base for an extensive management, staff and competitor training program intended to enable each of their new facilities to open for business with fully qualified staff and sufficient competitors to ensure immediate, successful penetration into the relevant Chinese markets.

The MMP facility will therefore be re-imaged as America's sole comprehensive motorsports educational and technology development facility.

This will incorporate elements of Mitime's existing university programs, which already include mutual cooperation with both the Universities of Kentucky and Florida, with the intention of reaching similar arrangements with a Utah university and with Tooele technical educational facilities. This will result in degree programs being developed specifically for motorsports management, promotion and presentation and for advanced technical specialties. The courses will be designed to serve the American motorsports market, covering all aspects of its industry, and to become a prime educational base for the Chinese motorsports industry.

Mitime intends to offer scholarships to Tooele residents taking part in these educational programs to continue graduate and post graduate study at their Chinese universities.

This facility will be based at MMP and will ultimately require additional investment in suitable facilities, dormitories, etc.

The Utah Motorsports Campus educational facility will be used during 2016 by Chinese students, who will need to be educated in the operation of the new Ningbo track during its current construction period, so that it can open for the 2017 race season, by which time similar numbers of their staff will begin to join the program each following year as the next tracks are built.

The education program will include classroom elements such as training in management, promotional activities, systems operations, media relations and race event budget control, together with courses in English (which will be necessary because English is the international language of racing). Chinese students will also actively support MMP management in their daily operations and site management to get hands-on experience of all elements needed to operate their new facilities in China.

Key MMP staff will also visit China to assist in facility organizational set up, on-site training and management of their new events and race series. With regard to motor sports technology education, there are no educational facilities in the USA specifically designed to integrate new students into the highly technically advanced world of professional racing, so programs will be developed to serve these needs.

These are intended primarily to introduce North American skills, technology and products to China at a speed simply not possible in their country. The various Utah Motorsports Campus programs are not intended to take jobs away from local residents, but instead to create employment

opportunities to train and service the needs of these visitors, none of whom will remain on site for more than a few months at a time.

UTAH MOTORSPORTS RACE CAR DEVELOPMENT CENTER

Oval style racing will be a major element of Mitime's Chinese race facility plans, but they face the reality that there are no race cars available in China suitable for racing on ovals and that these will need to be specifically designed to mirror Chinese automobile industry products rather than the American stock car models. Therefore an entirely new range of oval type race cars will need to be designed and constructed to race at their new tracks.

Consequently a race car design and production facility will be incorporated into the MMP facility so that these cars can be designed, constructed and tested prior to being shipped to China.

This testing will take place on the new MMP 3/8th mile oval and its other tracks.

Several hundred cars in at least three different categories will need to be constructed. This will require the employment of significant numbers of local employees and staff to design, develop and construct these vehicles.

In addition, as there are no drivers in China with oval racing experience, several hundred drivers will need to travel to MMP to learn the techniques required to race on ovals. They will be taught their new skills by locally based tutors at MMP using the new 3/8 mile oval.

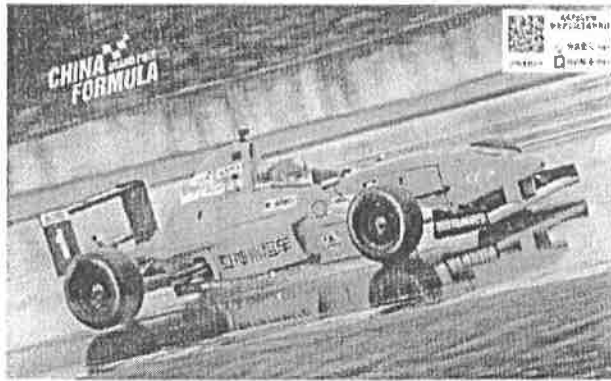
Cars and drivers alone cannot be successful in building a successful new oval racing culture in China, as many more mechanics, engineers and team members than drivers will be required to maintain these cars. These will also be brought to MMP for short intense training periods. The Utah Motorsports Campus will need to add staff to serve these visitors who will undoubtedly bring additional economic benefits to the hotels, restaurants and shops in the Tooele County Region.

UTAH MOTORSPORTS CAMPUS DRIVING SCHOOLS

MMP is the current home of the Ford Performance Driving School. This is a very specific program that focuses its attention almost exclusively on serving the needs of buyers of new Ford Mustang GT and Fiesta SVT cars, as part of a marketing program operated by Ford Motor Company. Recognizing the value of the Ford image to the facility, it is Mitime's intention to try to reach a commercially viable agreement with the Ford Performance School for them to continue operations at MMP, although the terms and agreement to do so will obviously be dependent on reaching a satisfactory mutual agreement.

Additionally, Mitime intends to add its own driving school programs to offer services beyond those currently offered by the Ford Performance School, including training for single seater drivers, off-

road trucks and oval racing. As part of the Utah Motorsports Campus Driving School, Mitime intends to promote, as early as in 2016, a unique international event that will use single seater cars in a series of five races during one weekend. Competitors will all be under 21 years old and will be invited from amongst America's most talented up-and-coming drivers, competing against their Chinese equivalents. Drivers will be selected by leading motorsports journalists in each country. This event is intended to attract world-wide interest and generate significant economic impacts to Tooele County.



Volvo, the Geely Group's wholly owned car company, will also be invited to use the MMP facility as a base for performance car development and driver training and as a winter test and development base.

These school programs will be open to all Mitime's customers and will increase the revenue base for the Campus significantly, by attracting visitors from all regions of the USA, Mexico, South America and China. Appropriate administrative and driver training staff will be added as the program expands.

D - UTAH CENTER FOR CHINESE TOURISM

The Chinese market is experiencing very significant growth in its citizens seeking tourism opportunities in North America, but these visitors face very specific issues when visiting the USA, where language and cultural differences make it extremely difficult for them to enjoy their stay.

Mitime intends to use Utah as a base for tourist arrival (typically in groups), with a view to providing these groups with the services, information and guidance necessary for them to be able to travel to destinations such as Yellowstone National Park, the Moab areas and the Park City snow resorts, as well as Las Vegas and other American destinations. This will mean that these tourist groups will spend time in Tooele County while they are assimilated into these tourist programs, before being assisted with their travel to various destinations.

E – PRELIMINARY SITE PLAN FOR THE DEVELOPMENT OF THE MMP SITE BY MITIME.

A preliminary site plan for the development of the MMP Site by Mitime is attached hereto as Appendix A.

Summary

Mitime's commitment to MMP and Tooele County will therefore be far more than simply purchasing an existing race facility, and will extend to a wide range of intensive activities that will generate significant economic benefits to the Tooele County region.

APPENDIX A

Site Plan

[See attached]



EXHIBIT B
TO
MEMORANDUM OF UNDERSTANDING

List of Property

ITEM	DESCRIPTION	COMMENTS
1	Administration Building	3 story, Registration, Sales Offices, Ticket Offices, Class Room, Toilets, Admin Offices
2	Welcome Center	Security, School Office, School Registration, Classroom, Washroom, Storeroom
3	Museum	Museum
4	Maintenance Building	Work Floor, Mezzanine, Offices, Secure Store Washroom, Shipping and Receiving Store, Lunch Room
5	Basketball courts	Two Outdoor Basketball Courts
6	TV Connection Building	Center Hook-Up for TV OB Units
7	Kart Center	Workshop, Store, Retail, Registration, Washroom, Change rooms
8	GP Garages -Pits, Race Control, Timing and Scoring,	26 Pit garages with toilets, 2 x Two story toilet service units, 2 x Tent covered hospitality areas, 3 classrooms, Media Center, PA office, Admin Offices, Kitchenette, washrooms, coffee bar, toilets. Race Control, PA office, TV Office, Timing and scoring, washrooms, kitchenette, two offices
9	East Day Garage	... bays, 2 x washrooms, 2 x classrooms.
10	West Day Garage	... bays, 2 x washrooms, 2 x classrooms.
11	Paddock Building	Ace Café, Washrooms, Medical Center, Emergency Vehicle park, Food Court.
12	Podium	Located in food court area
13	Grandstand - Paddock Seats, covered, area beneath used for corporate hospitality.
14	Gas Station	Two multi-pumps, Awning, Store Room
15	West Race Control	Race Control, Timing and Scoring, Toilets, Garage
16	Heli-Pad	FAA Certified emergency Helicopter landing pad, fenced, paved
17	Cafeteria, Washrooms	Cafeteria, washrooms, out door food court
18	Toyota Museum Building	... sq ft
19	Lucas Oil Grandstand	Belongs to Lucas Oil. Not included in purchase
20	Grandstand - Grantsville	1,800 seats, covered
21	Team Garage #1	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
22	Team Garage #2	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
23	Team Garage #3	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
24	Team Garage #4	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
25	Team Garage #5	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room

26	Team Garage #6	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
27	Team Garage #7	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
28	Team Garage #8	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
29	Team Garage #9	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
30	Team Garage #10	22 bays, ea. 20ft x 25ft, central washrooms, mechanical room
31	Grandstand - Off Road Stadium	1,800 seats, covered
32	Race Control - Off Road Stadium	3 story, modular structure
33	Grandstand - Off Road Stadium	1,800 seats, covered
34	Black Rock View Tower	Disused ex-kart control tower
35	Grandstand - Tooele	1,800 seats, covered
36	Cafeteria, Washrooms	Cafeteria, washrooms, outdoor food court
37	Cafeteria, Washrooms	Cafeteria, washrooms, outdoor food court
38	Grandstand, Clubhouse	1,800 seats, covered
39	Clubhouse Building	3 story: Basement - catering kitchens and showrooms. Ground floor - club restaurant, kitchen, elevator, Legends Hall, washrooms, meeting room, business center, washrooms, 3rd floor - Office, Kitchen washrooms, hospitality suite, balcony
40	Cafeteria, Washrooms	Cafeteria, washrooms, out door food court
41	Grandstand, Erda	1,800 seat, covered
42	Grandstand, Release	1,800 seat, covered
43	Kart Race Control	2 Story. Storage, race control
44	Kart Weigh Station	Weigh scale
45	Zip Line	
A	East Road Course 2.2 miles	Full course 4.5 miles, Outer track 3.05 miles
B	West Road Course - 2.2 miles	
C	Moto-X course	Dirt infield track
D	East Paddock	Paved - hookups, lighting
E	West Paddock	Paved Barriers, lighting, external hook ups
F	Kart Track	1.2 miles, multiple configurations
G	Super-Moto Extension	Dirt track
H	Maintenance Yard	Gravel with fences
I	Off-Road Stadium	Debris Fence, PA speakers, start tower, approx 1 mile
J	Rock Climbing Course	Used for training and corporate entertainment
K	Off-Road Paddock	... gravel paddock
L	Spectator Embankment	Raised spectator viewing area with PA speakers
M	Motor Home/RV Parking Embankment	Raised parking area for RV viewing, with PA speakers
N	Parking/ Camping Area	... acres gravel parking/ camping. RV parking area, with PA speakers
O	Spectator Embankment	Raised spectator viewing area with PA speakers

P	Expo Paddock	Paved with RV parking
Q	Parking Area	... acres gravel parking with oaved access roads, outside pay lines
R	Clubhouse Parking	Paved parking reserved for members
S	Clubhouse Viewing Area	Grass area for member viewing
T	Corporate Display Park	Grass landscaped area for sponsor displays
U	Admin/ Competitor Parking	... acres - gravel parking outside payline
V	Future Development Area	Undeveloped grass area
W	Parking	Use for dirt driving instruction
X	Storage Paddock	Old Kart paddock used for maintenance storage
Y	Ticket booths	10 x Not shown on map
T1	2 x Large Projection Screens	Legends Hall
T2	2 x Panasonic 5,000 Lumen WUXGA	Legends Hall
T3	2 x Panasonic Long View Zoom Lens	Legends Hall
T4	4 x 4" 16W @70.7V Ceiling Speakers	Michelin room
T5	Extron MPA152 Stereo Amp Energy star 15W	Michelin room
T6	Sony 3,7000 Lumen WXGA Projector	Michelin room
T7	4 x ASUS Mini Computers	Kart Center
T8	6 x Registratuon Computers	Kart Center
T9	Dell All-in-One Computer	Kart Center
T10	Dell Computer	Kart Center
T11	3 x Timing and Scoring Dell Computers	Kart Center
T12	HP Computer	Kart Center
T13	Sharp Printer	Kart Center
T14	Sharp Printer	Kart Center
T15	2356ft Armoc Barrier - 58 x 22', 90 x 12ft	Maintenance Center
T16	Zip Line	Kart Center
T17	289ft x 3 Row Tire Wall	Track
T18	792ft x 2 Row Tire Wall	Track
T19	1403ft x 3 Row Tire Wall	Track
T20	285ft x 3 Row Tire Wall	Track
T21	2551ft x 4 Row Tire Wall	Track
T22	185 x 4 Row Tire Wall	Track
T23	12 x Corner Stations	Track
T24	Installed Armco Guardrail - Full Tracks	Track
T25	3 x JumboTron TV Screens	Track
T26	8 x 1,800 Seat Grandstands	Track
T27	402ft - Debris Fence	Track

EXHIBIT 5

**MINUTES
OF THE REGULAR MEETING OF THE
TOOELE COUNTY BOARD OF COMMISSIONERS
HELD AUGUST 18, 2015**

Chairman Bitner called the meeting to order at 7:00 p.m. The time, place and agenda of the meeting had been provided to the Tooele Transcript Bulletin and to each member of the governing body by delivering copies of the notice and agenda at least two days before to each of them.

1. **PLEDGE OF ALLEGIANCE.** The Pledge was offered by Sheriff Paul Wimmer.
2. **ROLL CALL.** The Clerk called the roll which showed Commissioners Wade Bitner, Chairperson, Shawn Milne and Myron Bateman present. Also present were Scott Broadhead, Attorney and Marilyn Gillette, Clerk./Auditor.
3. **MINUTES.** Commissioner Milne moved to approve the minutes for the Commission Meeting held August 4, 2015, as presented. Commissioner Bateman seconded the motion. All concurred.
4. **CONSENT AGENDA** Commissioner Bateman moved to approve the Consent Agenda as presented. Commissioner Milne seconded the motion. All concurred.

Invoices. A) Warrants issued July 30, 2015 in the amount of \$645,024.63. Check #152537 thru #152647; B) Warrants issued August 6, 2015 in the amount of \$466,302.99. Check #152648 thru #152758; C) Warrants issued August 5, 2015 in the amount of \$367,173.83. Direct Deposit #080515001 - #080815319, Payroll Check #7495 - #7501. Transmittal Checks in the amount of \$281,428.48, Check #7502-#7516.

Tax Adjustments. A) Edwin W. Naranjo, Transaction #C624YE. Owner renewed vehicle, not realizing he got a tax exemption. Relief amount (\$150.00).

Ratifications. A) State of Utah Contract Vendor Contractors On Substance Abuse Prevention Service; B) PEPG Consulting, Additional Contract to Provide Road Maintenance Services for Ophir and Soldier Canyon Roads; C) State of Utah Contract Amendment #1 to Contract # 150607 Between State of Utah Department of Agriculture, Division of Plant Industry and Conservation and Tooele County; D) State of Utah Contract Amendment #1 to Contract 150608 Between State of Utah Department of Agriculture, Division of Plant Industry and Conservation and Tooele County; E) Grant Agreement Between the United States of America Federal Aviation Administration and Wendover Airport; G) 2013 CDBG Contract # 140109, Amendment #3 Between the Department of Workforce Services, Housing & Community Development Division and Tooele County; H) Agreement Between Wendover City and Tooele County for Law Enforcement Services; I) Hearing Officer Agreement for Board of Equalization Between James Ivie and Tooele County; J) Hearing Officer Agreement for Board of Equalization Between Christopher Isom and Tooele County; K) Snideman Consulting Project Proposal/Quotation to Perform a Demographic and Land Use Analysis.

Contract Review. B) 04-11-07- Disposal Agreement Between Tooele County and Wasatch Regional Landfill Inc; D) 09-08-05- Memorandum of Understanding Between U.S. Army Dugway Proving Ground and Tooele County Sheriff's Office; F) 12-08-02- Fire Protection Mutual Aid Agreement Between Tooele County and US Army Garrison Dugway Proving Ground will be reviewed August, 2016.

A) 020508 Lease Agreement Between Tooele County and Grantsville Soil Conservation

District; C) 090602 Local Program Agreement for the Provision of OnSite Employment Counselor and Eligibility Specialist with the Central Region Department of Workforce Services and Tooele County Relief Services Amendment #1; E) 120202 Memorandum of Agreement Between Utah National Guard and Tooele County Clerk; G) 121110 Agreement for Financial Advisory Services Between Zions Bank Public Finance and Tooele County; H) 130807 Host Fee Agreement Five Mile Pass Landfill Between Tooele County and Dunn Construction LC; I) 140807 Dispatch Service Agreement Between Tooele County and North Tooele Fire Department; J) 140808 Dispatch Service Agreement Between Tooele County and Ambulance Services of Tooele, LLC; K) 140809 Dispatch Service Agreement Between Tooele County and Bureau of Land Management have no further need for review.

5. **RESOLUTION 2015-04- ADOPTING THE 2015 TAX RATES AND PROPERTY TAX REVENUE BUDGET AMOUNTS.** Clerk/Auditor Gillette reviewed the proposed tax rates with the Commission.

<u>Purpose of Levy</u>	<u>Adopted Tax Rate</u>	<u>Budgeted Property Tax Revenues</u>
County-Wide:		
General County Purposes	.001476	\$4,759,174
State Assess & Collect	.000012	43,629
County Assess & Collect	<u>.000466</u>	<u>1,694,263</u>
SUBTOTAL:	.001954	\$6,497,066
Unincorporated Areas Only:		
Municipal Service	<u>.000840</u>	<u>\$1,576,348</u>
TOTAL:	.002794	<u>\$8,073,414</u>

Commissioner Bateman moved to approve Resolution 2015-04 - Adopting the 2015 Tax Rates and Property Tax Revenue budget amounts. Commissioner Milne seconded the motion. All concurred.

5. **PUBLIC HEARING ON THE PROPOSED DISPOSITION OF THE MILLER MOTORSPORTS PARK SURPLUS PROPERTY.** Commissioner Milne read a statement/press release. A fact sheet was also passed out.

Tooele County Chooses new Successor for Miller Motorsports Park

Selection of Mitime Group Provides for continuation of Operations, Additional Motorsports Elements, Economic Development and Jobs.

Tooele County, Utah, 18 august 2015 – Tooele County officials announced today their agreement to sell Miller Motorsports park to Mitime Investment & Development Group.

Following the LHM Group of Companies' decision in May to not renew their ground lease for Miller Motorsports Park at the end of the 2015 season, Tooele County found itself in a unique position. They learned they would soon become interim owners of a world class racing facility. Commissioners quickly advertised that they would be seeking new owners of the facility, to ensure it would remain a viable business for years to come.

Tooele County Commissioners say that the 511-acre campus is important to the community and provides good jobs. According to Commissioner Shawn Milne, who has led the County's efforts to find a new owner, "The Commission recognized early on that we cannot afford to have the facility close. There are over ninety workers employed by the motorsports park itself and hundreds of others that depend upon the regular operations throughout the year." He also stated that the Commissioners believe that the best scenario is to sell the facility to owners that have an understanding of motorsports and how to manage such a valuable asset. "From the beginning, we have viewed the possibility of a

new owner with a passion for racing and a long term vision of continued investment as the best possible outcome for the facility and our community. That has remained our driving force during consideration of all the proposals.”

Tooele County leaders say that after accepting proposals in July, they quickly narrowed the top proposals to two primary choices. Commissioners then set about an extensive review and negotiation process that involved industry experts, as well as professional consultants. After weeks of negotiations, Commissioners accepted Mitime’s proposal citing that it offered the greatest benefit and met or exceeded all of their stated goals.

Mitime initially expressed interest in purchasing Miller Motorsports Park as a training facility for the development of proposed raceways in China. The company has hired world-renowned track designer and general manager Alan Wilson to design and build five raceways in China, all scheduled to begin operations in the next decade. When Mitime officials learned of Tooele County’s intent to sell Miller Motorsports Park, they quickly recognized the exceptional value and an opportunity to learn from the industry’s best staff and venue.

Alan Wilson was the designer of Miller Motorsports Park and the initial General Manager of the facility during the first three years of operation. Learning of the possibility of returning to the helm of MMP, he said, “This opportunity couldn’t come at a better time for the world of racing and the growth of motorsports in one of the world’s fastest growing economies. This deal allows the facility to remain fully operational and to export the American racing model to China.”

During negotiations with Tooele County Commissioners, Mr. Wilson and other Mitime representatives shared their vision for the campus and the future of motorsports. Their plans are bullish and include greater capital investment to bring the facility up to FIA and FIM international racing standards; construction of a sanctioned 3/8th mile oval track, drag strip, and a Rally-X-course; the development of a comprehensive motorsports education and technology program; an emphasis on international tourism; and manufacturing of oval track race cars and hill-climb trucks for export.

In all, Mitime’s proposal includes economic factors well in excess of the upfront \$20,000,000 purchase price. Give the additional elements that have been noted, County Commissioners believe the company’s proposal is a boon to the local economy and will be for years to come. One estimate suggests that the economic activity generated by Mitime’s proposal could generate one billion dollars for the region over the next 25 years. Alan Wilson adds, “Mitime’s commitment to both this facility and the motorsports industry is unparalleled. Our company’s history of producing automobiles, recent industry-related acquisitions, and proven profitable business background make this opportunity a perfect fit. We are looking forward to many years of success at the facility and in Tooele County.”

Alan Walker, representing Mitime Industries, gave some history on the company that is purchasing the Miller Motorsports Park. They are a subsidiary of the Geely Group. Commissioners commented on their hopes for this new opportunity, for the time that has been put into making this development come to fruition and the future for Tooele County. They acknowledged the employees and staff that have been at MMP. Commissioner Milne stated there were multiple suitors and offers on the table. The Commissioners wanted what is best for the facility stake holders and the entire campus.

Commissioner Bateman moved to open the public hearing. Commissioner Milne seconded the motion. All concurred. Those in attendance were: Paul Wimmer, Al Tiley, Shanna Castagno, Marty Castagno, Scott Degelbeck, Scott Ryberik, Tom Mikwold, Isaac Astill, Dean Bracken, Bi M Williams, Renee Williams, Wendy Shubert, Keith Bird, Jill Sato, Dixon Hunt, Hollis Hebdon, Cori Waid, Holly Smith, John Gardner, Brian Barney, Dave Goavos, Chris Sloan, Faye Hall, Dana Wilson, Blair Hope, Randy Cassidy, Kirk M. Allen, Kory Palmer, Arne VanWagoner, Kathy VanWagoner, Patricia Tatum,

Jerry Tatum, Steve Costello, Terry Biner, Greg Gates, Brent Marshall, Mike Johnson, Raymond Dixon Bill Dixon, Travis Diel, Jennifer Tippetts, Joseph Tippetts, Jimmy Graham, Denice Graham, Scott Whitehouse, Roy Bakker, Chris Miller, Wade Hadlock, Don Jette, Ashley Van Wagoner, Bryan Detweiler, Jake Parkinson, Diva Hadley, Dan McKeaver, Brian Smith, Harold Chadwick, Thad Aagaard, Nathan Aagaard, Heidi Shields, Jeff Shilt, Jinnie Payne, Kathy Froscheiser, Allen Whear, Kendall Thomas, Jerry Edwards, Richard Thiessens, Richard Fitzgerald, Ryan Travis, Ashlyn Bright, Cheryl Caldwell, Shirley Beagley, John Beagley, Ruben Azevedo, Ray Kimber, S. Jarom Rea, Bruno Carneiro, Derek Ekins, Aaron Pendleton, Valerie Ekins, Jared Hamner, Sandy Critchlow, Lisa Carneiro, Wigi Carneiro, Ivan Utrera, Frank Hatton-Ward, Kyle Hall, Dave Kizecn, Jon Long, Stephanie Davis, James Burke, David Hikes, Christopher Stone, Trent Smith.

Terry Spencer, Attorney, understood that the bid from Mitime was not the highest bid offered. He wondered about the National Security Act which will require Tooele County to get permission to sell an entity with more than 10% to a foreign company. Commissioner Milne stated they are aware of this and are planning on working on it.

George Smith is a racer who is 100% in favor of the proposal. His only concern is the number of homes that are being built in close proximity to the facility, in particular the homes along Erda Way. With the proposed drag strip and oval track, racing is a sport that is inherently noisy. His concern is about zoning and housing at this facility. Ten to twenty years from now this will be a facility with all kinds of activity. Commissioner Bateman stated they are putting together a master land use plan so those kind of concerns can be addressed.

Commissioner Bitner, in response to Terry Spencer's comments, stated what they received were proposals, not bids.

Jerry Edwards, asked if the \$20 million is going to MMP or Tooele County? He asked if Alan Walker is going to try to get teachers in Tooele County schools to teach Mandarin? Commissioner Bitner stated Mandarin is being taught in some of the schools now. They have opted not to determine where the money goes until it is in our hands. It will come to Tooele County.

Scott Numerica, Sport Bike Association, thanked the Commission for taking their concerns into consideration. What assurances have they put into this proposal to make sure it comes to fruition. Commissioner Bitner stated when the final documents are signed, there will be \$20 million put into the Tooele County account. One of the challenges is that we would like to see it in time to budget for next year, but legally they have until Jan 1 before it has to be there.

Bruno has been in the world of motorsports for 11 years. He has been able to grow up and call MMP his home. He was with Alan and Larry Miller when they opened and presented MMP at the Delta Center in 1996. He has experienced the pros and cons the MMP has gone through. He has been acquainted with Alan and Deseree for many years. Knowing him and being able to interact with him, he knows what Alan can do and he will make the track become better. He thinks this direction is going to bring positive things and make it home to many more people.

Jewell Allen wanted to share her impression and concern that it feels like maybe they are going to be using MMP as a guinea pig, as far as cutting their teeth in this industry. She is curious to see what assurance and confidence this company had that has never run tracks professionally. What basis do they have to make sure that we put Tooele County's future in this company's hands. There will be a professional and cultural initiation. Commissioner Bateman stated that Alan ran this track for 3 years. Jewel responded and yet it didn't make it. She's concerned that they don't have any experience in professional racing. Commissioner Bateman stated some of the others suitors didn't have any experience in the industry.

Kirk Allen, Lake Point, lives 7 miles from MMP. He was the first volunteer that signed up when they started and became converted to racing there. Is this a purchase of the lease or the whole thing? Commissioner Bitner stated they purchased it entirely, the ground and everything else. Kirk, right now we have a great opportunity for those who are doing this for fun, and also as a start for a career. He is part of the Utah Carting Championship. He hopes that the Utah Carting Championship remains viable, along with the motorcycle clubs. It's rough getting spectators to the MMP, but that can be changed. That doesn't mean it can't be done.

Denise Graham, has concerns the same as Jewel Allen. It seems like the Commission is taking a huge gamble with a company that has no experience in this field with no disrespect to Mr. Wilson, with a team that had an opportunity to make MMP successful and failed. We are now taking a gamble with another company that knows nothing about the business. That's a big risk. There is a lot of talk about making America strong. She thinks it disgusting that they are selling American land, not only to a foreign country but to a communist country. The money is going to a foreign country. What assurance do we have that the money that is coming in will be used prudently to pay the debt and not to pay for a raise?

Shanna Castagno asked what assurances do the MMP employees have that the Chinese won't come in and take over once they have learned everything? Commissioner Bitner recognize that Alan is a world class person in the industry. Bear in mind that he designed the Miller Track. As a result of this experience he is probably one of the most experienced people in his industry that we could find.

Mack Guiver, Club Racing Program, is at the racing facility every month during driving season. There has been a lot of concerns voiced, but it's also important to remember that the money coming to the facility for the sale is extraordinary. Commissioner Milne stated the \$20 million represents property tax at \$4.5 million per year. It's not like this facility is going away. Their investment is going to grow, bring more money to Tooele County and bring attention on a national level. Also to be gained from the initial purchase, that's a onetime sale. Residual income will come from sales tax, the big picture program sounds like a much larger scale than we are operating on. It's an interesting question with the importation and exportation of skilled workers. He's confident that we will have a lot of income generated from this facility for Tooele County. It can go to educational facilities and improve the quality of life. Appreciate the benefits of this program.

Marty Castagno asked why the community was not given the opportunity to hear the proposal before the land was sold. Commissioner Bitner stated, one of the things a deal like this comes with is confidentiality. They were under confidentiality agreements with the people they have been talking to, so it couldn't be brought to the community until an MOU was signed.

Ray Kimber related to them a certain Chinese story and favorite saying: "To see far you must climb high." He will treat this news as very interesting. Ray's company was one of the first companies to get approval to operate in China.

Blair Hope commended the Commissioners for their due diligence. That \$20 million is easy math, what a great opportunity for our county. MMP didn't fail, the Miller family backed out. It was Larry Miller's dream, the family backed out. China money is good. Not all China is communist. They believe in our economy more than we do with the bonds they buy. It's going to move our red line to the black line.

Valerie Ekins lives in Stansbury Park. They can hear the track at their house and she loves it. She thanked the Commission for all of their hard work and finding a solution to keep the MMP going and for all they do for Tooele County.

Chris Miller signed up for one of the racing events. With Miller backing out, the name of the track currently being MMP, is there an expectation of what the name of the track will be? Commissioner Bitner felt it was premature.

Tom McQual travels with racing series. Having MMP, their drivers and teams love the facility and coming to Utah. They bring in millions of dollars to each county they come to. He met Larry Miller when the track was first built, now you have that opportunity going with Mitime. There is no other place like this. You get to create an industry here and then ship it around the world.

Vernon Denman has a question that deals with the money they will receive. Are there any plans on what will be done, will they hold a public hearing, or just make a unilateral decision? Commissioner Bitner stated, they have not decided, they will consider his comment. Attorney Broadhead stated it is part of the process to hold a public hearing.

Commissioner Milne would like to see a significant amount put towards the rainy day fund. Commissioner Bateman stated the independent auditors said most counties have a 20% reserve fund, Tooele County has a 5% reserve. We need to make better decisions than have been made in the past.

There were no further public comments. Commissioner Milne moved to close the public hearing. Commissioner Bateman seconded the motion. All concurred.

Tooele County Chooses New Successor for Miller Motorsports Park

Tuesday, August 18, 2015

Fact Sheet

- Tooele County has announced plans to sell Miller Motorsports Park (MMP) to Mitime Investment & Development Group (Mitime).
- Mitime is a wholly-owned subsidiary of the Geely Group of Companies (Geely). Geely is the largest independent automobile company in China. Geely also purchased the Swedish car company Volvo in 2010.
- Geely University, a separate holding of Geely Group of Companies, also owns and operates 20 colleges, with over 30,000 students. Their automotive college offers courses in engineering, manufacturing, finance, and design.
- Mitime has expressed that they will not only continue current operations of MMP for the 2016 season and beyond, but will also increase the scope and activity on the campus during the coming years.
- Increased scope and activities will include a focus towards comprehensive motorsports education; international training and development programs; manufacturing of related race cars and trucks; the development and construction of additional facilities on premise for the motorsports industry; and a program for international tourism, promoting Tooele County and the Intermountain Region.
- Included in Mitime's proposal is the development of degree classroom education and training programs, specializing in management and technical motorsports elements. It is their intent to partner with local higher-education institutions.

- Mitime will develop and operate a comprehensive driver training program for road-racing, American-styled oval track racing, and off-road racing.
 - Mitime will design and produce oval-track race cars and hill-climb trucks on site, for export to China's growing motorsports market.
 - Mitime will perform significant site upgrades to the facility. Initially, these will include improvements to qualify the campus for FIA and FIM racing events. The estimated costs of these initial investments are \$6M - \$8M.
 - Mitime will work with local governments to construct a sanctioned 3/8ths-mile oval track with stadium, a Rally-X course, and potentially a drag strip. The estimated cost of these additional capital expenses is in excess of \$40M.
 - Mitime's commitment extends further to possibly include the development and construction of an onsite hotel, additional garages, and manufacturing facilities.
 - The price of Mitime's purchase of the campus from Tooele County is \$20,000,000.
 - The aggregate economic impact of ongoing operations, expanded uses, additional capital investment, increased property and sales tax activities, and related tourism is estimated to be over \$1-Billion during the next 25-years.
6. **PUBLIC HEARING ON THE PROPOSED MID-YEAR BUDGET ADJUSTMENTS.**
Clerk/Auditor Gillette and Tenille Tingey, Financial Analyst/Accountant, reviewed the proposed mid-year budget adjustments.

**SUMMARY OF BUDGET ADJUSTMENTS
GENERAL FUND**

Department	Amount
Commission	33,300
Justice Court	750
Human Resources	750
IT	750
Clerk/Auditor	72,250
Treasurer	2,750
Attorney	750
Assessor	1,750
Surveyor	10,000
Facilities	4,000
Sheriff	59,825
Dispatch	32,200
Jail	60,735
Parks and Recreation	4,000
Community Celebrations	40,000
Transfer to Other Funds	37,000
Total Increase to General Fund	360,810

Proposed Budget Changes by Department Restricted Funds

11 Road Fund	
Revenue: Cash Reserves	713,977
Total of Changes Approved	508,000
Reserve Balance	205,977
22 Health Fund	
Revenue: Cash Reserves	1,594,863
Total of Changes Approved	52,000
Reserve Balance	1,542,863
23 Municipal Services Fund	
Revenue: Building Permits	75,000
Total of Changes Approved - Building Inspections	75,000
Balance	0
25 Aging/Adult Services Fund	
Revenue: General Fund Transfer	30,000
Total of Changes Approved - Meals on Wheels	30,000
Balance	0
40 Capital Projects Fund	
Revenue: Reserves Rocky Mountain Power	79,500
Total of Changes Approved - South Mountain Easement	7,000
Reserve Balance	72,500
52 Solid Waste	
Revenue: Cash Reserves	2,404,347
Total of Changes Approved - South Mountain Easement	200,750
Reserve Balance	2,203,597
54 Deseret Peak Funds	
Revenue: Cash Reserves	95,547
Total of Changes Approved	10,750
Reserve Balance	84,797
55 Airport Fund	
Revenue: Cash Reserves	951,975
Total of Changes Approved	289,350
Reserve Balance	662,625

Commissioner Milne moved to open the public hearing. Commissioner Bateman seconded the motion. All concurred.

Randall Jones, Stansbury Park, noticed quite a few departments have requested money for travel and training. What is the Commissioner's current budget for travel and training? Commissioner Bateman stated there are three meetings they should go to out of state; 1) Legislative Committee where they serve on different committees. It is held in Washington DC; 2) Meetings with Public Lands, National Community, Economic Development, Western Interstate Region with NACO which is held at the current president's home state; 3) The national meeting with NACO. One of the biggest

things cut out of budgets is training. That is the one thing that shouldn't be cut. Many of the departments (Sheriff) have about \$300,000 worth of needs but only got \$150,000. Commissioner Milne stated the Commissioner's travel budget, before the addition of the \$20,000, was \$10,000. This includes mileage because the County Commissioners do not have a vehicle. Randall hoped that they glean information that helps them do a better job so the citizens are getting the best bang for their buck.

Commissioner Bateman stated they meet with other County Commissioners to discuss western land issues, etc. Commissioner Bitner was able to get \$2 million for roads by working with other Commissioners. The way they are funding the extension of Village Boulevard was working with other counties.

Jewell Allen, one of the things she noticed is with the Sheriff, Jail and Dispatch, the request came in and only half was approved. What things were cut from the request? Commissioner Bateman, no-one was cut, but money wasn't put in their budget for holiday pay when the budget was approved at the end of 2014. The Sheriff also needs 6 more deputies, or 15 more people in the jail to qualify for state prisoners. They didn't want to spend all of the money so there is more to put into reserves. Jewel expressed how much she appreciates the Sheriff's Department. They have been very responsive.

Daniel Pacheco, the amount that is being budgeted for the float is \$10,000, while the fair budget was going to be cut in half. Commissioner Bateman stated in reality the additional \$25,000 gives the fair \$75,000. He felt the float representing Tooele County needs to be more representative of Tooele County. Also, the royalty increase needs to give the ladies more money to work towards. He'd also like to give more money to the fair. Daniel asked, \$10,000 for a float? Taxes are going up and \$10,000 for a float? Commissioner Bateman stated it will be used numerous times. Daniel, so it is more for the image so we blend in for the Days of 47 parade. What is important and what isn't. Right now with the tax increases, this is fluff. Could a sponsor be brought in? Commissioner Bateman - you have to have this type of float to be in these parades. Commissioner Bitner - this is a onetime purchase of a vehicle without a body, we use the body and build the float around it. It will be used multiple times each year. Commissioner Milne - this is to raise the pride of our County, it's a way for us to say this is who we are, this is what we're proud of through the county fair, promotion of intelligence that the scholarship pageant offers.

Wade Hadlock, budgets are always difficult. Finding enough road money is always difficult. He encouraged new ways to get new revenue for the budget: 1) He feels the transportation tax is a bad idea. UTA will receive 40% of the new tax. Tooele County is paying more to UTA than they are receiving in service. UTA doesn't know what they will do with the money yet. On October 31 they're going to vote on basing their fairs on distance; 2) Distribution of new sales tax. We are a rural county that has a lot of roads. The fuel tax is distributed by population and roads. This new tax is going to be distributed by population and sales tax where it is generated. Twenty percent is going to the county for regional road projects. We have a bottleneck already at the point of the mountain. The Midvalley Highway goes to Grantsville before it goes to Tooele. We can meet all of the needs of the commuters by using option 1. Option 3 is a freeway to Grantsville. We are not solving the commuter problem with option 3. He will campaign against it and get people to vote against; 3) The amount of revenue this sales tax will generate will be 10% more. If they raised the property tax, it would be a lot easier on citizens. The state already added a 5% increase. If we wait until next year, we can see how it shakes out.

Commissioner Bateman, they met with UTA to see how they can work out the problems in Lake Point. Make sure you're involved in these transportation planning meetings. If Village Boulevard goes straight to the freeway, it would take care of a lot of these transportation problems. They are discussing many different options. They have asked UTA for commitments.

There were no further public comments. Commissioner Bateman moved to close the public hearing. Commissioner Milne seconded the motion. All concurred.

The Commission called for a 15 minute break.

8. **RESOLUTION 2015-07 - AMENDING (INCREASING) THE 2015 TOOELE COUNTY GENERAL FUND BUDGET FROM \$25,224,508 TO \$25,577,818.**

Commissioner Bateman moved to approve Resolution 2015-07, changing the ending amount to \$25,577,818. Commissioner Milne seconded the motion. All concurred.

9. **RESOLUTION 2015-08 - AUTHORIZING AN OPINION QUESTION TO BE INCLUDED ON THE BALLOT FOR THE NOVEMBER 3, 2015 GENERAL ELECTION TO IMPOSE A LOCAL SALES AND USE TAX OF ONE QUARTER OF ONE PERCENT (0.25%) TO FUND TRANSPORTATION IMPROVEMENTS.**

Commissioner Bateman this will generate \$1.5 million dollars. Putting it on the ballot allows the voters to decide on this. Many of the counties in Utah are putting this on the ballot this year, including some of the larger counties. They will receive media coverage, which we'd like to tap into. Ophir, Tooele City and Stockton have asked the Commissioners to put this on the ballot this year.

Commissioner Milne is conflicted, a gentleman expressed concern about the Commissioners acting unilaterally in making decision. He doesn't want to have a tax increase, however, he has been approached by voters asking the Commissioners not to put this on the ballot this year. He feels this deserves to be put on the ballot to give the voters a voice in deciding whether this passes or not. This will allow public discourse for them to have input on the decision which effects them. Every decision on taxes they complain one way, but this way, they don't want people to have a chance to make the decision.

Commissioner Bateman moved to approve Resolution 2015-08 - authorizing an Opinion question to be included on the Ballot for the November 3, 2015 General Election to impose a local sales and use tax of one quarter of one percent (0.25%) to fund transportation improvements. Let the citizens decide. Commissioner Milne seconded the motion. All concurred.

10. **BOARD OPENINGS**

A) Lake Point Cemetery and Park District - 3 positions - Open until filled

11. **PUBLIC CONCERNS.** Wade Hadlock, concerned about some of the fee's the County charges. He is trying to help Stansbury Park incorporate. To help with that he asked the county for public records of property owners. He was charged \$75 for that list. He quoted the state code. He asked for a voter registration list for the community. He was told he had to pay \$50. The law says you may charge a fee for the hourly rate for those who prepare the information for the request. Commissioner Bitner - they will take under consideration.

12. **ADJOURNMENT.** Commissioner Bitner thanked all of the department heads willing to spend their time throughout this lengthy process. Commissioner Milne moved to adjourn the meeting at 9:29 pm. Commissioner Bitner seconded the motion. All concurred.