PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 7, 2025 immediately following the Redevelopment meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.gov.

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

AGENDA

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Public Comment Period**

4. **Introduction of 2024-2025 Library Teen Advisory Council**
   Presented by Chase Randall, Library Directory

5. **Resolution 2025-31** A Resolution of the Tooele City Council Appointing Shilo Baker as City Recorder of Tooele City
   Presented by Debbie Winn, Mayor

6. **Public Hearing and Motion on Ordinance 2025-11** An Ordinance of the Tooele City Council to Approve a Zoning Map Amendment Request by Perry Homes to Consider Approval for the Compass Point RSD Zoning Ordinance and to Re-Assign the Zoning for 1,227 Acres Located from Approximately 1000 North to the City's Northern Boundary and from 1200 West to Approximately Berra Boulevard from the R1-7 Residential and GC General Commercial Zoning Districts to the Compass Point RSD Zoning District
   Presented by Andrew Aagard, Community Development Director

7. **Public Hearing and Motion on Resolution 2025-24** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025
   Presented by Shannon Wimmer, Finance Director

8. **Resolution 2025-25** A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2025-2026, and Establishing the Time and Place of a Public Hearing to Consider its Adoption
   Presented by Debbie Winn, Mayor

9. **Third Quarter Economic Development Update**
   Presented by John Perez, Economic Development Director

10. **Resolution 2025-26** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with XCEL General Contracting for the Demolition and Removal of a City-Owned Building at 126 North Broadway
    Presented by John Perez, Economic Development Director

11. **Resolution 2025-28** A Resolution of the Tooele City Council Approving an Agreement with Cache Valley Electric Company for the Installation of a Traffic Signal System at the Intersection of 2000 North Street and Aaron Drive
    Presented by Jamie Grandpre, Public Works Director

12. **Resolution 2025-30** A Resolution of the Tooele City Council Approving an Agreement with Speakman's Concrete Service, LLC for the Repair of the City Shops Foundation
    Presented by Jamie Grandpre, Public Works Director

13. **Resolution 2025-34** A Resolution of the Tooele City Council Approving an Agreement with Strong Excavation LLC for the 700 South Waterline Replacement Project
    Presented by Jamie Grandpre, Public Works Director

14. **Resolution 2025-32** A Resolution of the Tooele City Council Approving an Agreement Change Order No. 1 with Broken Arrow Construction for England Acres Park Phase III
    Presented by Darwin Cook, Parks & Recreation Director

15. **Resolution 2025-33** A Resolution of the Tooele City Council Approving an Agreement with Black & McDonald for Installation of Lighting Along the Devil's Ditch Trail and the England Acres Park Perimeter Trail
    Presented by Darwin Cook, Parks & Recreation Director

16. **Resolution 2025-39** A Resolution of the Tooele City Council Approving an Agreement with American Ramp Company for the Engineering and Design of the Tooele Boulevard Bike Park Project
    Presented by Darwin Cook, Parks & Recreation Director

17. **Resolution 2025-40** A Resolution of the Tooele City Council Approving an Agreement Change Order No. 2 with Broken Arrow Construction for the Construction of Oquirrh Hills Golf Course Overflow Parking Lot
    Presented by Darwin Cook, Parks & Recreation Director

18. **Resolution 2025-27** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Tooele City Police Department)
    Presented by Michelle Pitt, City Recorder

19. **Resolution 2025-29** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal
    Presented by Michelle Pitt, City Recorder

20. **Invoices & Purchase Orders**
    Presented by Michelle Pitt, City Recorder

21. **Minutes**
    ~April 2, 2025 Work Meeting
    ~April 2, 2025 Business Meeting

22. **Adjourn**

_____
Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2025-31

A RESOLUTION OF THE TOOELE CITY COUNCIL APPOINTING SHILO BAKER AS CITY RECORDER OF TOOELE CITY.

WHEREAS, the Utah Code provides that "on or before the first Monday in February following a municipal election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and treasurer" (U.C.A. §10-3-916(1)); and,

WHEREAS, the amended Tooele City Charter, effective January 1, 2024, provides that the City Council, with the advice of the Mayor, shall select the City Recorder, who shall be the "clerk of the Council" (Charter Section 3-01); and,

WHEREAS, with the advice of Mayor Winn, the City Council desires to appoint Shilo Baker to the office of City Recorder for Tooele City; and,

WHEREAS, as the City Recorder, Ms. Baker will also serve as the City's Purchasing Agent and Records Officer; and,

WHEREAS, Ms. Baker has 14 years of administrative experience with Tooele City with various important roles and responsibilities that provide ample qualification for the office; and,

WHEREAS, although the Utah Code provides that the "city recorder is ex officio the city auditor and shall perform the duties of that office" (U.C.A. §10-3-916(2)), the City Charter provides that the City Council shall select an independent auditor to conduct the annual financial audit required by law (Charter §3-02):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Shilo Baker is hereby appointed to the office of City Recorder for Tooele City, effective July 16, 2025.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

ORDINANCE 2025-11

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY LOCATED NEAR 1405 CONIFER STREET.

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

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

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

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

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

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

WHEREAS, on February 4, 2015, the City Council approved Ordinance 2015-04, enacting an Overlake land use plan and zoning document for those areas of Overlake located outside the Overlake Planned (P) zoning district; and,

WHEREAS, on July 21, 2021, the City Council approved Ordinance 2021-07, enacting Tooele City Code Chapter 7-14b regarding Residential Special Districts (RDS), in which developers and the City can negotiate and enact a unique zoning district and land use regulation governing development in the RDS; and,

WHEREAS, the City has received an application for the Compass Point RSD from Perry Homes entities, seeking to create an RSD for approximately 1,696 acres and approximately 3,300 dwelling units of a variety of product types, including garden homes, courtyard homes, town homes, and larger-lot single-family homes (see RDA application attached as **Exhibit A**); and,

WHEREAS, the Overlake general plan and zoning document enacted by Ordinance 2015-04 calls for medium-density residential development, including single-family and multi-family units, consistent with the Compass Point RSD application; and,

WHEREAS, the Compass Point RSD will be governed by the RSD land use regulation document attached as **Exhibit B**; and,

WHEREAS, City Administration recommended to the Planning Commission approval of the Compass Point RSD (see the City staff report contained in **Exhibit C**); and,

WHEREAS, on April 9, 2025, the Planning Commission convened a duly-noticed public hearing, accepted public comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit D**); and,

WHEREAS, on May 7, 2025, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance and the RSD zoning amendments proposed therein are in the best interest of the City in that they will increase single-family and multi-family residential housing product availability, are consistent with the desires of the affected property owners, and are consistent with the Overlake general plan and zoning document enacted by Ordinance 2015-04, the City's General Plan and Land Use Plan, and the City's Moderate-Income Housing Plan; and,
2. the Zoning Map is hereby amended for the approximately 1,696 acres of Perry Homes entity property located in the Overlake area of the City to be known as Compass Point, as shown in the attached RSD land use regulation document (**Exhibit B**); and,
3. the Compass Point RSD is governed under the terms of the Compass Point RSD land use regulation document (**Exhibit B**), and to the extend not so governed, will be governed by the Tooele City Code; and,
4. Tooele City Code Chapter 7-14c is hereby enacted for the Compass Point RSD.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this

____ day of _____, 2025.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

RSD Application

Residential Special District Application

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

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

Project Information

2025001

Date of Submission:	Applicant Name: Perry Homes - Lynsi Neve	
Address: 17 E. Winchester St. Suite 200, SLC, UT. 84107		
Phone: 801-264-8800	Alternate Phone: 385-223-0309	Email: lneve@perryhomesutah.com
Project Site Address: 3090 North State Road 36, Tooele, UT		

Brief Summary of Proposal:

Compass Point is a 1,227 acre residential development that is currently zoned R1-7. The project is allowed 3,600 units of which an approximate 281 lots have already been developed and another 312 units are planned for an apartment project. Leaving approximately 3,007 units for the Compass Point Residential Special District. We are requesting a re-zone to a Residential Special District zone in order to provide a master planned community with a variety of housing sizes and types that can be developed by integrating different housing products, a trails, open space and amenities plan for the community, and architectural design guidelines for the community. The development will create a community where residents can move-in and move-up, allowing residential housing for all stages of life and the ability to remain in the same community as residents create their home in the Compass Point and Tooele community.

Applicant Signature:

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

Note to Applicant:
Residential Special Districts are approved by ordinance. Any change to an approved Residential Special District requires an amendment by ordinance for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending Residential Special District may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the desired amendments and the timing.

For Office Use Only 2250004

Received By:	Date Received:	Fees:	~~App. #:~~ RCT ·
JESS	11/3/2025	$6,000.00	744741

Exhibit B

Compass Point RSD Document

COMPASS POINT

masterdevelopmentplan

preparedby

FOCUS
ENGINEERING & SURVEYING

TABLE OF CONTENTS

03. introduction
04. vicinity map
05. existing land use
06. proposed land use
07. existing zoning
08. proposed zoning
09. bubble plan
10. residential bulk & intensity requirements
11. home products
21. permitted and conditional uses
25. architectural design standards
27. street & parking design standards
31. landscape design standards
35. fencing plan
36. trails & open space
37. transportation plan
38. street cross sections
42. approval matrix
43. utilities - culinary water
44. utilities - water rights dedication calculation
45. utilities - storm drain
46. utilities - sewer
47. RSD boundary



COMPASS POINT

introduction

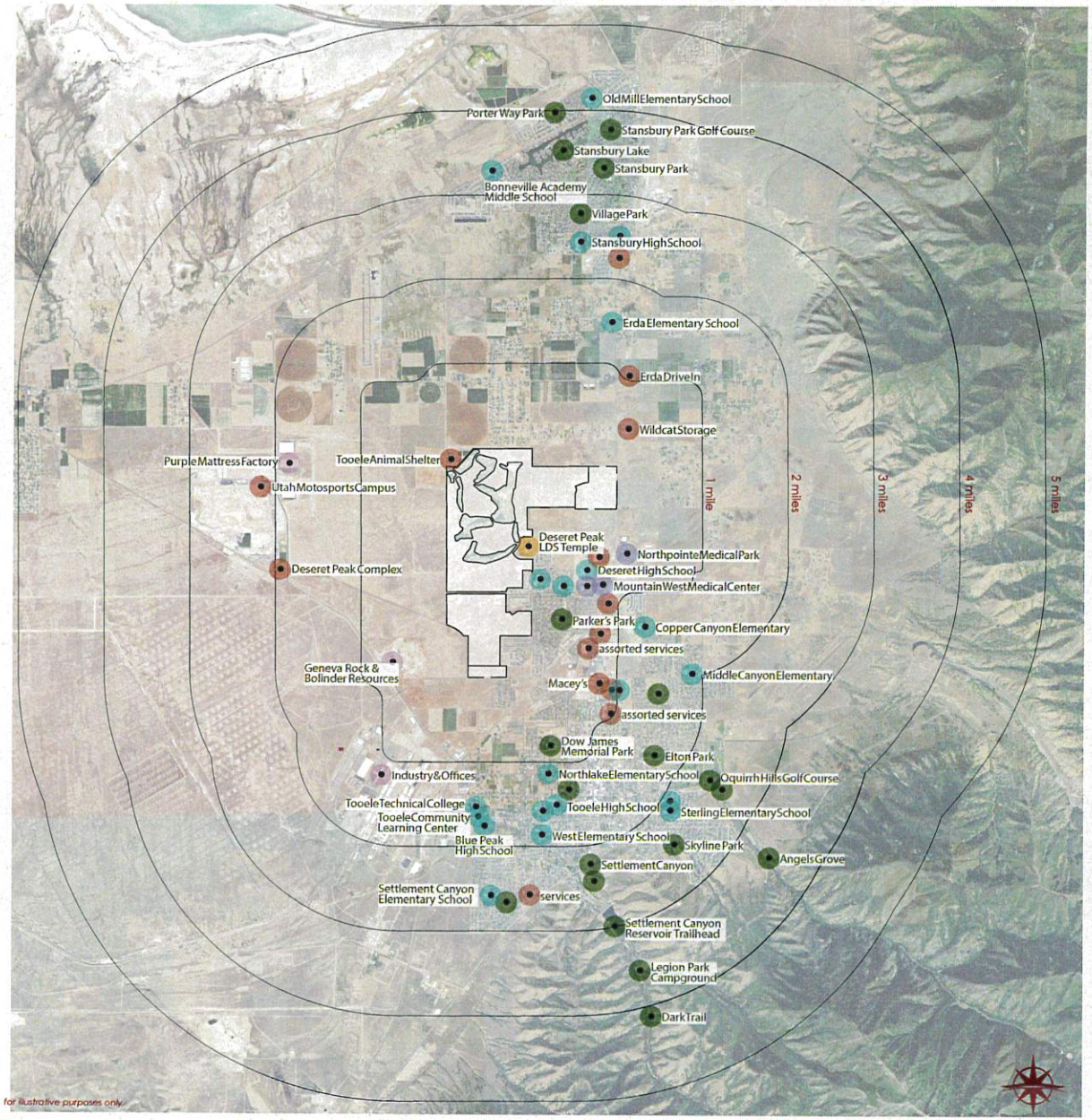
As Tooele County continues to experience rapid growth—being recognized as the fastest-growing county in Utah in 2023—Tooele City is poised to evolve and expand while preserving its unique character and heritage. The Compass Point Residential Special District aligns with the City's mission to maintain an attractive, livable community that balances progress with tradition.

Compass Point encompasses approximately 1,215 acres and offers a thoughtfully designed master planned community that will provide a range of single-family and townhome options. This variety ensures that residents can find a home at every stage of life, fostering a lifelong connection to the community. By incorporating trails, open spaces, and architectural design guidelines, Compass Point will create a vibrant connected neighborhood that reflects Tooele City's values of innovation, professionalism, and responsible growth. With its focus on enhancing the quality of life for both current and future residents, Compass Point will play a key role in Tooele's continued development as a desirable place to live, work, and engage.





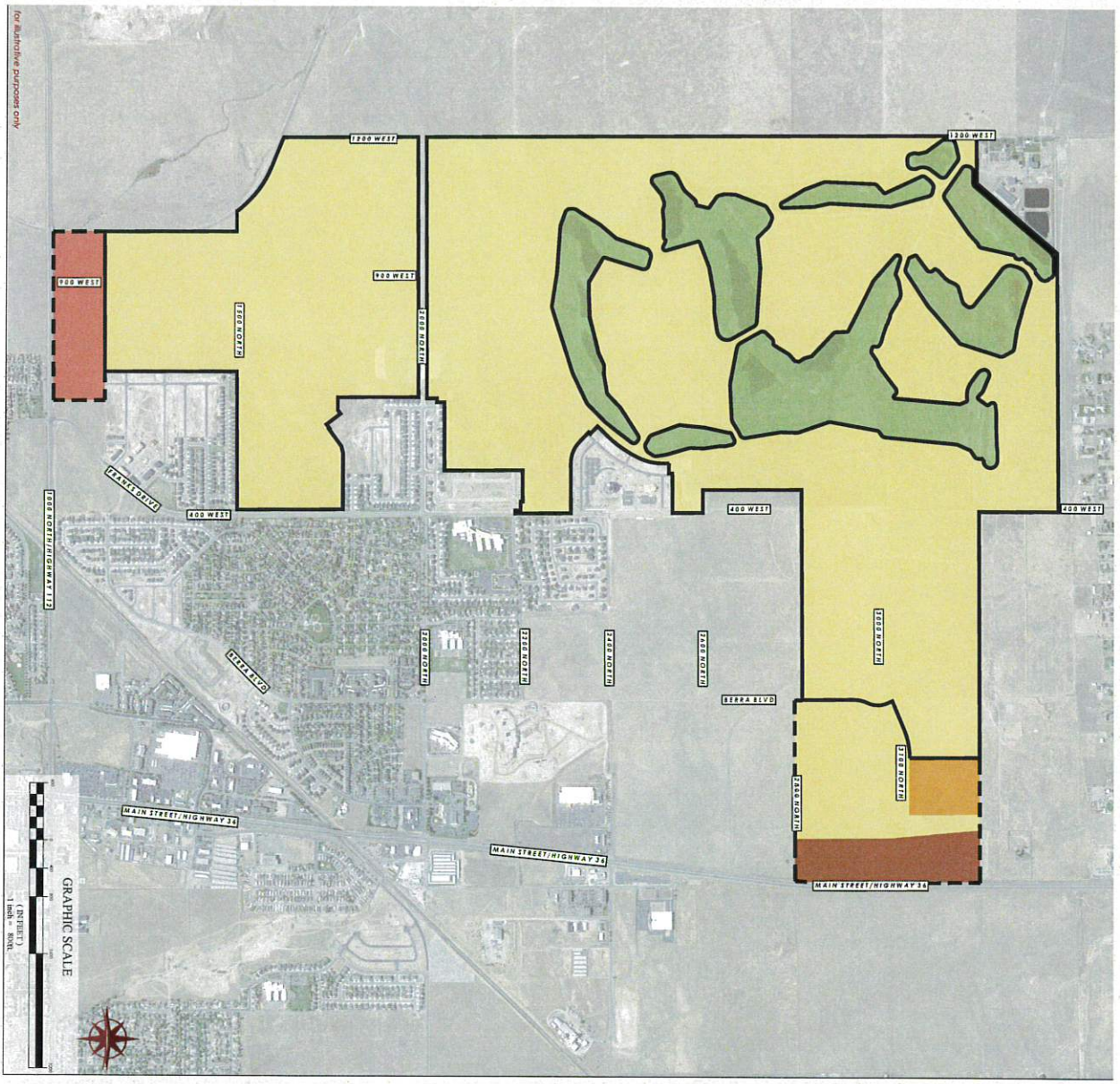
compasspoint VICINITY MAP



legend

- education
- parks & green space
- services & commercial
- medical
- industry
- other

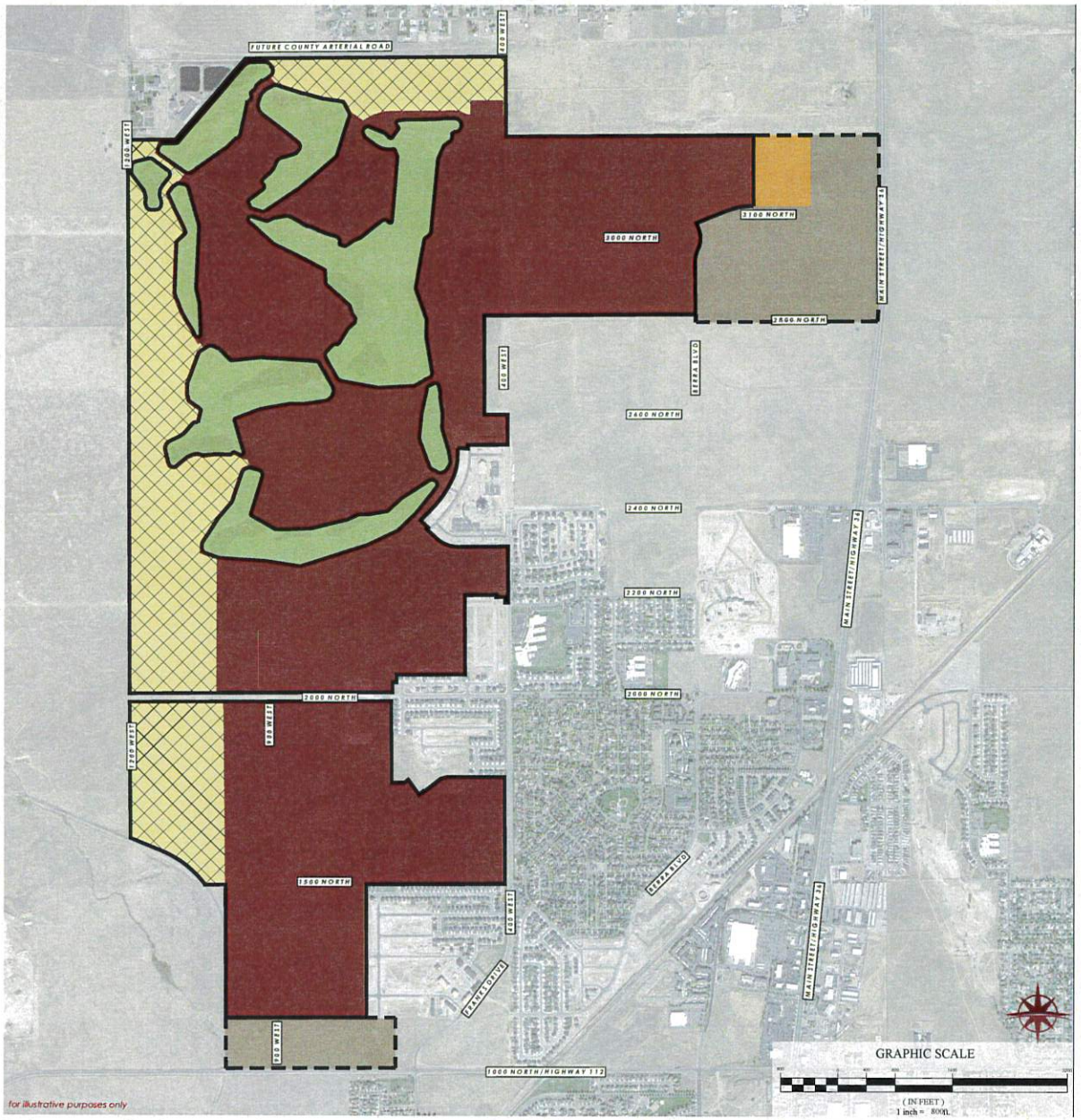
existing LAND USE



legend

- highdensityresidential
- mediumdensityresidential
- regionalcommercial
- communitycommercial
- open space
- projectboundary
- subject of a separate commercial special district submittal

proposed LAND USE



The proposed Compass Point development seeks to transition from a medium-density residential land use to a Residential Special District. This change allows for a master planned community that integrates a mix of housing types, open space, and amenities. The development will offer a range of housing options designed to provide a diverse, inclusive residential environment. All housing types are listed in the Bulk & Intensity Table on page 10.

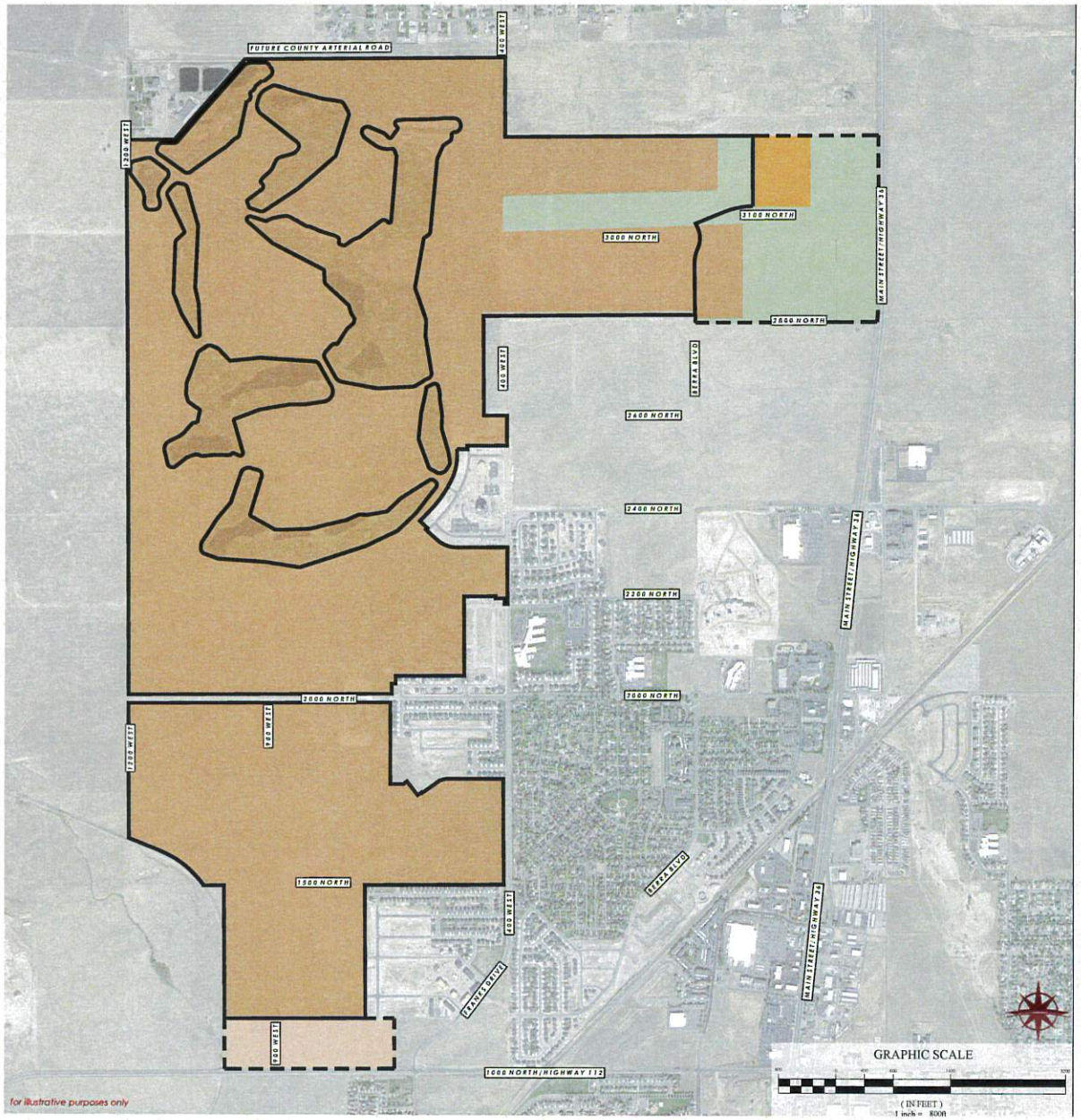
The land use plan emphasizes compatibility with the surrounding neighborhoods, offering a smooth transition between existing developments and Compass Point through a thoughtful arrangement of density. By clustering medium density housing closer to major roads and commercial land uses and then feathering lower-density housing toward the edges, the plan promotes harmony with adjacent areas while still allowing for future growth

Additionally, the integration of green spaces, trails, and recreational amenities aligns with Tooele City's values of enhancing livability and protecting natural surroundings. The land use designation reflects the city's goal of creating a community where residents can live, work, and play while maintaining a high quality of life.

legend

- Compass Point residential special district
- potential RSD inclusion area
- Compass Point commercial
- high density residential
- private golf course (not included in project)
- project boundary
- subject of a separate commercial special district submittal

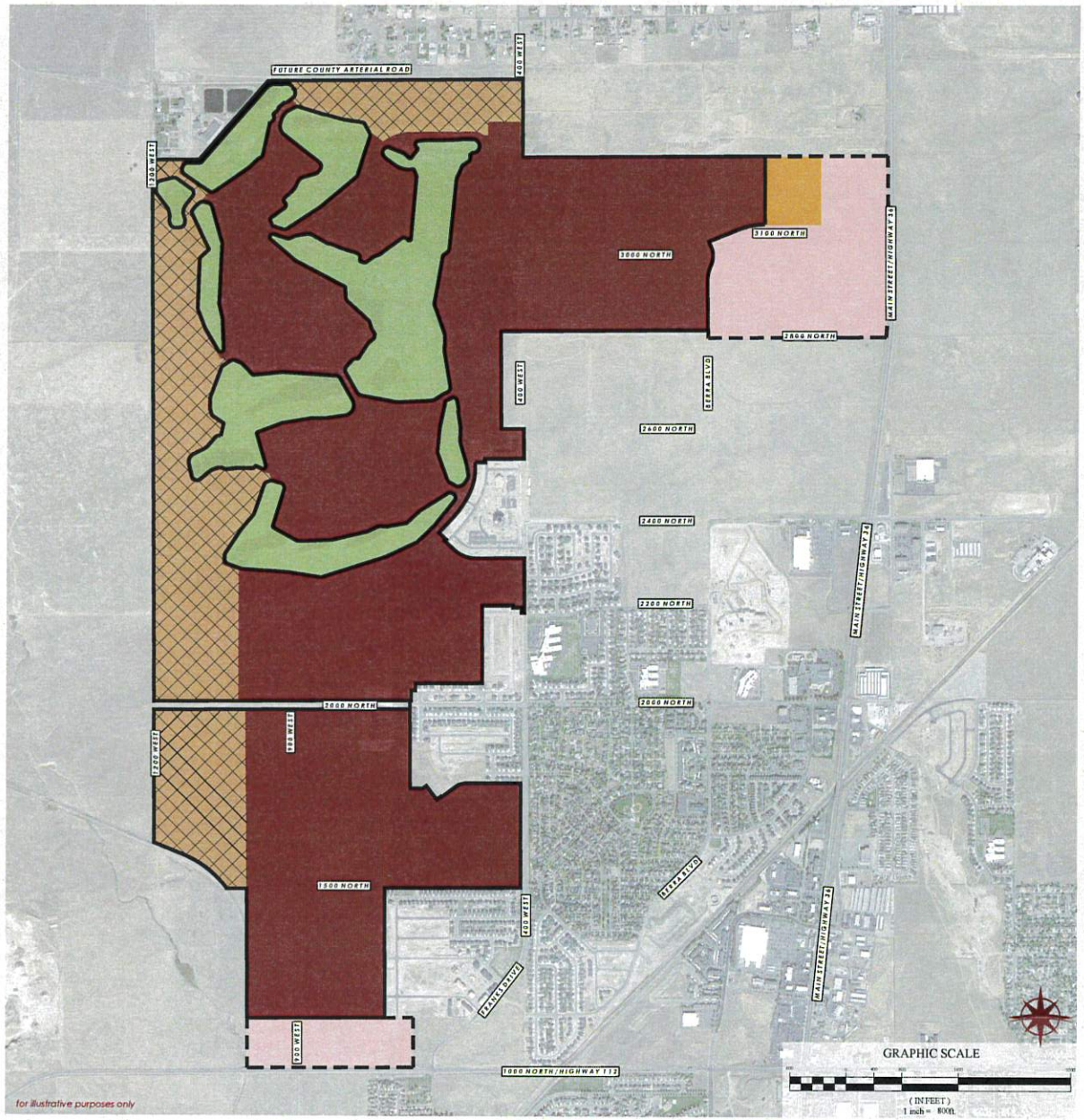
existing ZONING



legend

- generalcommercial
- MR-20:multi-familyresidential
- neighborhoodcommerical
- R1-7mediumdensityresidential
- projectboundary
- subject of a separate commercial special district submittal

proposed ZONING



The proposed rezone of the Compass Point development to a Residential Special District is essential for creating a flexible and cohesive master planned community. The Residential Special District zoning allows for a range of housing types to accommodate a wider demographic of residents within the community.

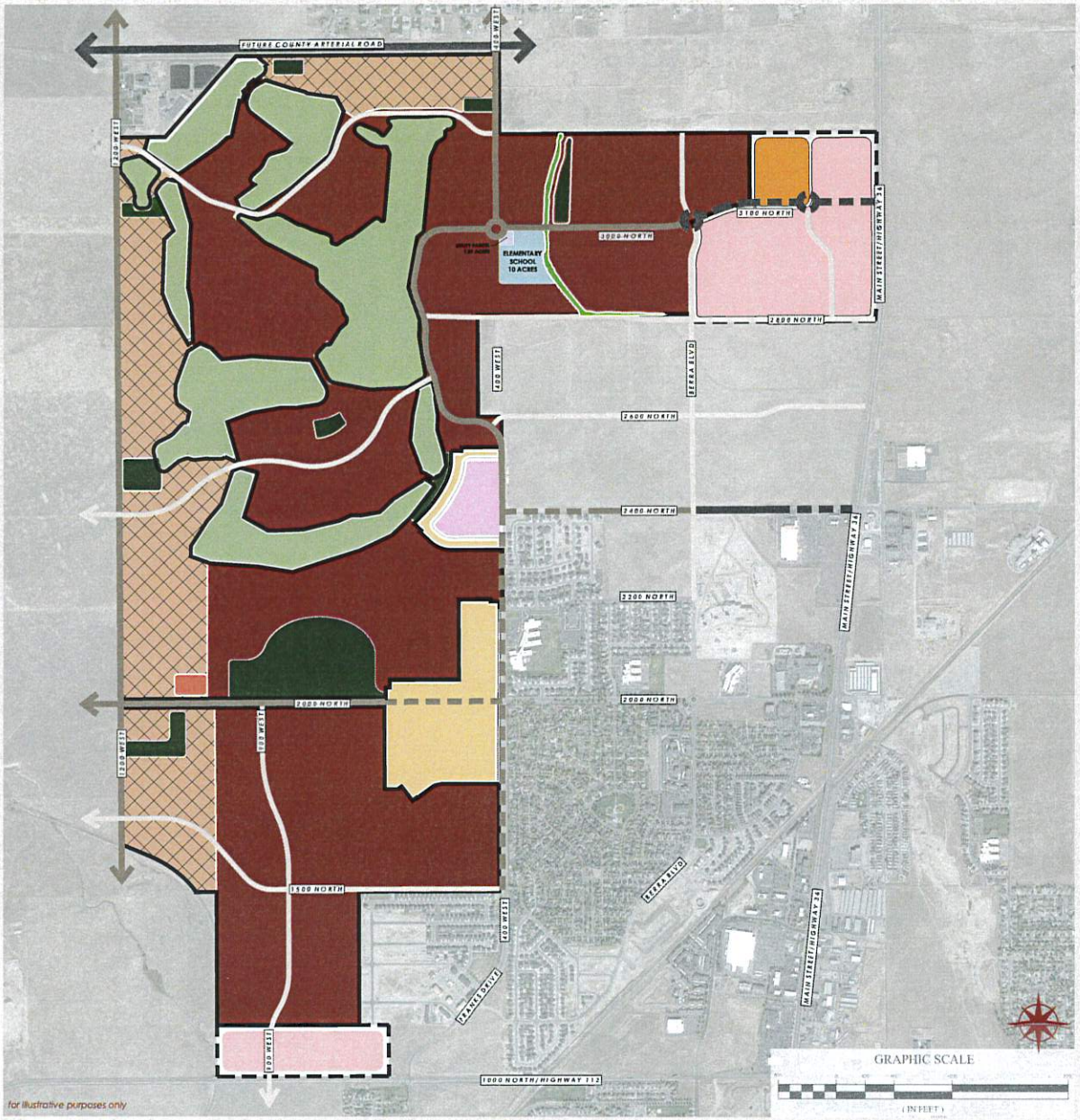
This zoning change ensures that the development aligns with Tooele City's goals of preserving its unique identity while planning for future growth. The zoning approach allows for the integration of features such as open spaces, trails, and amenities that will foster a vibrant and connected community. Additionally, the zoning supports a balance between housing density and green spaces, ensuring that residents have access to both recreational areas and essential services within close proximity.

By transitioning to a Residential Special District, Compass Point will meet the city's long-term vision for controlled, high-quality growth, offering a well-planned and adaptable framework that supports community development and enhances the equality of life for all residents.

legend

- Compass Point residential special district
- potential RSD inclusion area
- general commercial
- MR-20: multi-familiy residential
- private golf course (not included in project)
- project boundary
- subject of a separate commercial special district submittal

proposed BUBBLE PLAN



Compass Point will be organized into areas designated as villages and planned to integrate a variety of housing types. This approach promotes a cohesive yet diverse community, where neighborhoods offer options for residents at all stages of life. By designing in smaller areas, Compass Point aligns with Tooele City's vision for strategic growth.

Each village will have varying densities based on the product types in each village. All product types listed in the Bulk & Intensity Table on page 10 are permitted in all villages. Individual villages may have densities more or less than the average project density. The overall project will not exceed the maximum unit count.[1]

Developer intends to make a free-will contribution to Tooele City for a fire station site of approximately 3 acres for the benefit of future growth of municipal fire and ambulatory services. The exact size, location and final configuration shall be determined in the preliminary and final plat process. Such free-will contribution shall occur at the time of recordation of any final plat where the fire station is contemplated, or such other time which may be agreed upon between the City and Developer.

Further details on design standards, open space and landscape requirments, street design, and other development guidelines are provided in the subsequent sections of this document.

tabulations

1,215 acres — approx. total acreage

50 acres — min. total open space

legend

- residential special district
- potential RSD inclusion area[2]
- private golf course *(not included in project)*
- open space[3]
- preserved open space
- commercial
- multi-family residential zone
- medium density residential zone
- future elementary school site[4]
- future fire station site[3]
- special interest areas
- existing sub-collector
- proposed sub-collector
- existing major collector
- proposed major collector
- existing arterial
- proposed arterial
- project boundary
- subject of separate commercial special district submittal

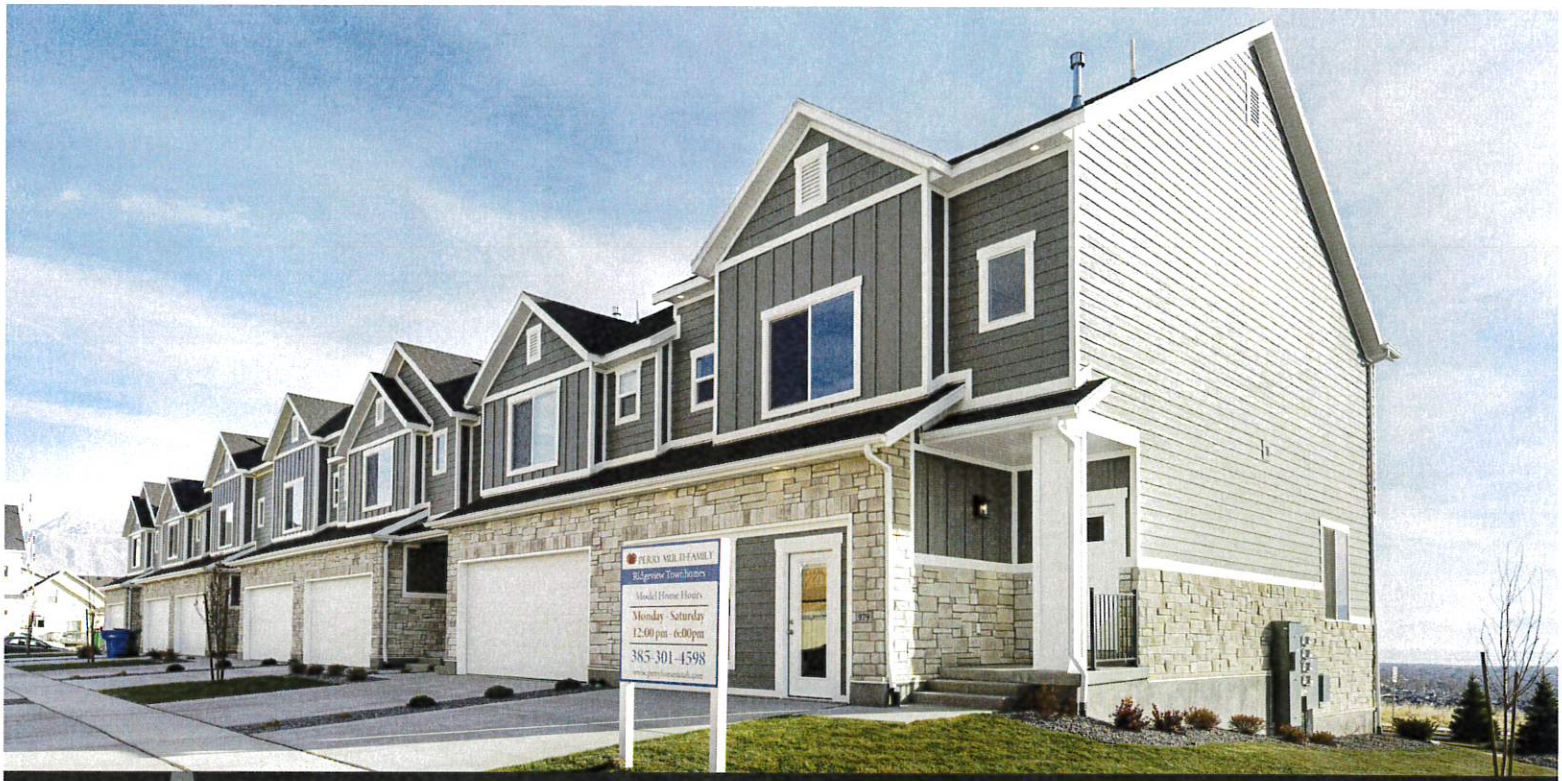
Note:

1. The total number of dwelling units allocated to the RSD shall be subject to the total unit cap of 4,800 identified by the Settlement Agreement dated July 31, 2014 by and between the Developer Parties and Tooele City for the "Overlake Properties", and shall be approved, documented, and tracked through the City's subdivision approval process.
2. All areas designated in the RSD as "Potential RSD Inclusion Area" shall fall under the RSD standards if developed with residential uses. If Developer has allocated all of its vested 4,800 residential units to areas other than the Potential RSD Inclusion Area, the Potential RSD Inclusion Area may be re-zoned to commercial or industrial zoning districts and developed under commercial or industrial standards of Tooele City
3. Areas may change in size, shape, and location. This plan shows an example of open space and public use areas for the project.
4. School site is proposed only and may change in size, shape and location subject to an agreement by and between the school district and Developer. If not developed as a school site it shall be developed under the RSD standards for residential use.

	Townhomes front load	Townhomes rear load	Courtyard	Garden front load	Garden rear load	Traditional	Cottage	Collection	Estate	Ranch
Minimum Lot Width Single family at front setback	NA	NA	30′	30′	30′	45′	60′	75′	85′	100′
Minimum Lot Width Corner Lot	NA	NA	40′	40′	40′	55′	70′	90′	100′	110′
Minimum Lot Width Two family at front setback	NA	NA	50′	50′	50′	60′	60′	80′	85′	100′
Minimum Front Setback to home	15′	15′	10′	15′	15′	15′	15′	20′	20′	30′
Minimum Front Setback to garage	20′	NA	NA	20′	NA	20′	20′	20′	20′	30′
Minimum Rear Yard Setback	12′	3′	5′	12′	3′	15′	20′	20′	25′	30′
Minimum Side Setback Interior Lot	10′ between buildings	10′ between buildings	5′	Combined 10′ 0′ minimum*	Combined 10′ 0′ minimum*	5′	5′	8′	8′	12′
Minimum Side Setback Corner Lot	15′	15′	15′	15′	15′	18′	20′	20′	20′	30′
Maximum Building Height	40′	40′	40′	40′	40′	35′	35′	35′	35′	35′

*Note: see side yard easement exhibit on page 26

BULK & INTENSITY
compasspointresidentialspecialzoningdistrict



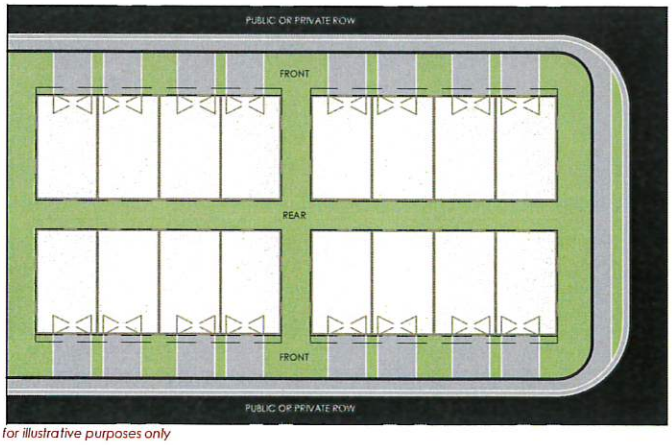
TOWNHOMES

front-load

Minimum Lot Width Single family at front setback	NA
Minimum Lot Width Corner Lot	NA
Minimum Lot Width Two family at front setback	NA
Minimum Front Setback to home	15'
Minimum Front Setback to garage	20'
Minimum Rear Yard Setback	12'
Minimum Side Setback Interior Lot	10' between buildings
Minimum Side Setback Corner Lot	15'
Maximum Building Height	40'



Front-load townhomes blend seamlessly into the neighborhood by providing a more traditional residential streetscape with direct access to garages. These homes offer a versatile living option that accommodates a range of family sizes and lifestyles. By incorporating front-load townhomes, the development fosters a familiar, accessible aesthetic to appeal to families seeking suburban conveniences without compromising on walkability and community integration.



for illustrative purposes only



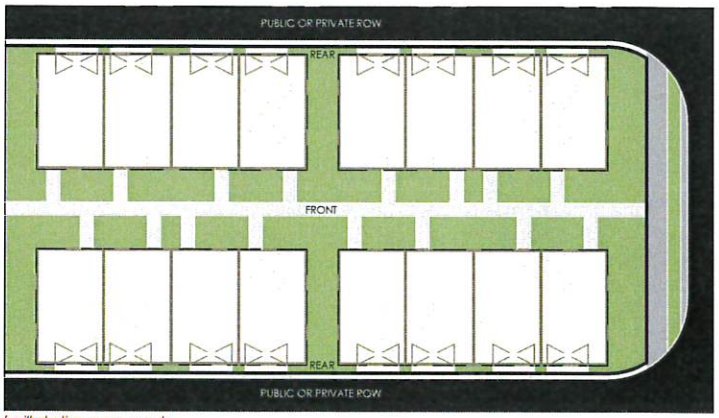
TOWNHOMES

rear-load

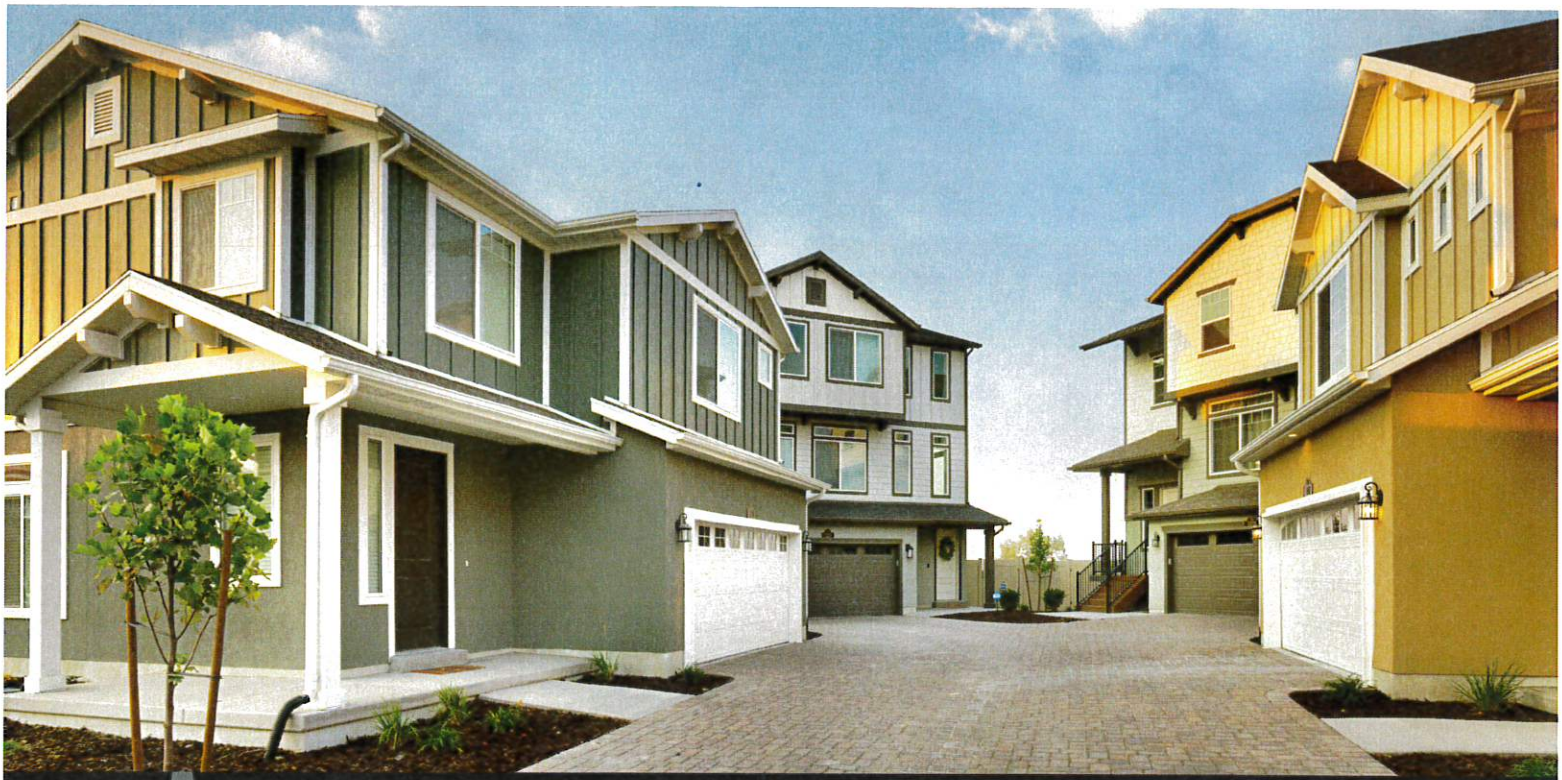
Minimum Lot Width Single family at front setback	NA
Minimum Lot Width Corner Lot	NA
Minimum Lot Width Two family at front setback	NA
Minimum Front Setback to home	15'
Minimum Front Setback to garage	NA
Minimum Rear Yard Setback	3'
Minimum Side Setback Interior Lot	10' between buildings
Minimum Side Setback Corner Lot	15'
Maximum Building Height	40'



Rear-load townhomes encourage a pedestrian-friendly, connected neighborhood by placing garages at the back, allowing for uninterrupted streetscapes and inviting front entrances. This design prioritizes walkability, promoting open space where residents can interact and connect, preserving the aesthetic appeal of the community. These homes maximize land use efficiency and provide more affordable opportunities for families at every stage of life.



for illustrative purposes only



COURTYARD

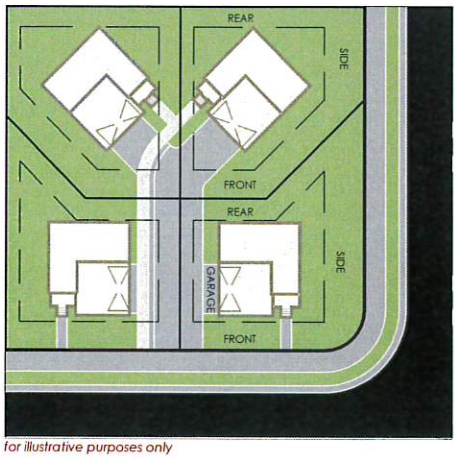
designstandards

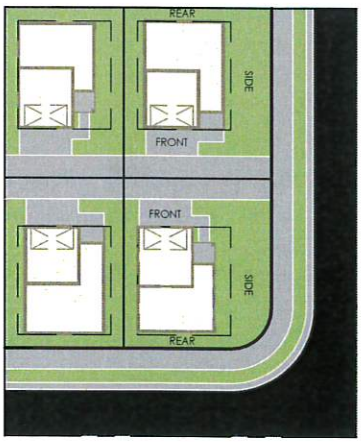
Minimum Lot Width Single family at front setback	30′
Minimum Lot Width Corner Lot	40′
Minimum Lot Width Two family at front setback	50′
Minimum Front Setback to home	10′
Minimum Front Setback to garage	NA*
Minimum Rear Yard Setback	5′
Minimum Side Setback Interior Lot	5′
Minimum Side Setback Corner Lot	15′*
Maximum Building Height	40′



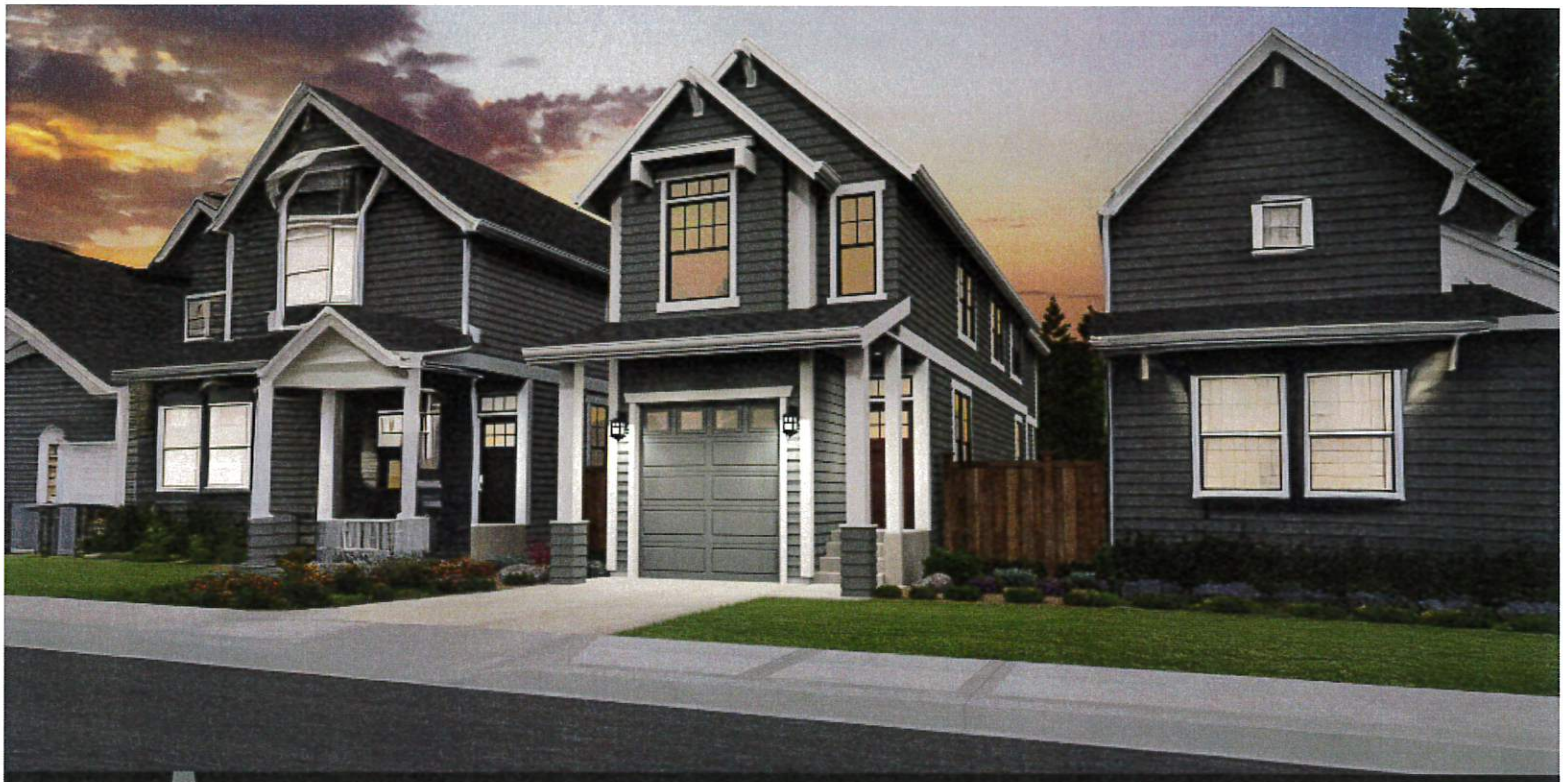
*Note: If driveway access is from the side yard, 20′ minimum is required to garage.

Courtyard homes in Compass Point are designed to maximize space efficiency while maintaining the character of single-family living. With a maximum of six dwelling units per shared drive, these homes allow for medium density without sacrificing privacy or open space. By clustering homes, Compass Point provides an innovative solution that promotes a sense of community while increasing housing availability for individuals and families across a variety of life stages.





for illustrative purposes only



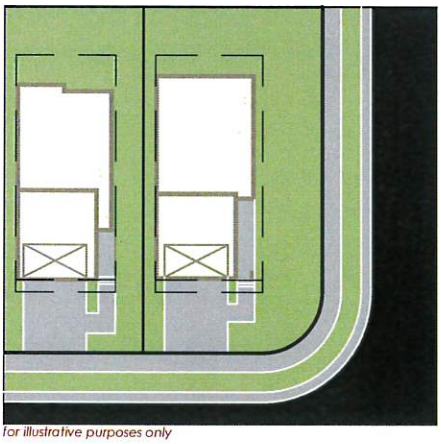
GARDEN

frontload

Minimum Lot Width Single family at front setback	30′
Minimum Lot Width Corner Lot	40′
Minimum Lot Width Two family at front setback	50′
Minimum Front Setback to home	15′
Minimum Front Setback to garage	20′
Minimum Rear Yard Setback	12′
Minimum Side Setback Interior Lot	Combined 10′ 0′ minimum
Minimum Side Setback Corner Lot	15′
Maximum Building Height	40′



The front-load Garden homes provide an efficient use of land while still offering the comfort of detached single-family living. These homes are designed with attached front garages for convenience and are positioned to create inviting streetscapes. They offer a perfect balance of space and affordability, making them ideal for families or residents looking for a lower-maintenance home in a walkable, connected neighborhood.



for illustrative purposes only





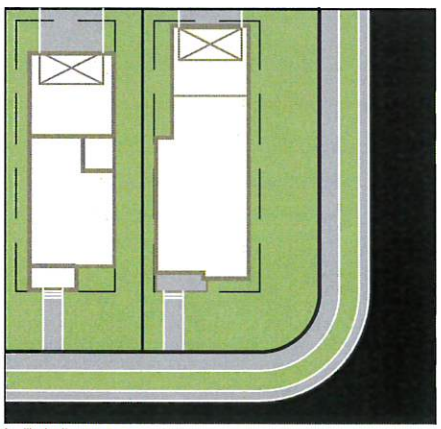
GARDEN

rearload

Minimum Lot Width Single family at front setback	30′
Minimum Lot Width Corner Lot	40′
Minimum Lot Width Two family at front setback	50′
Minimum Front Setback to home	15′
Minimum Front Setback to garage	NA
Minimum Rear Yard Setback	3′
Minimum Side Setback Interior Lot	Combined 10′ 0′ minimum
Minimum Side Setback Corner Lot	15′
Maximum Building Height	40′



The Garden rear-load homes offer a fresh take on single-family living, with garages located in the back of the property to enhance the visual appeal of the streetscape. This layout encourages pedestrian interaction, giving the community a more welcoming, people-focused environment. These homes blend modern living with the traditional charm of a neighborhood, providing a sense of privacy while maximizing outdoor space.



for illustrative purposes only





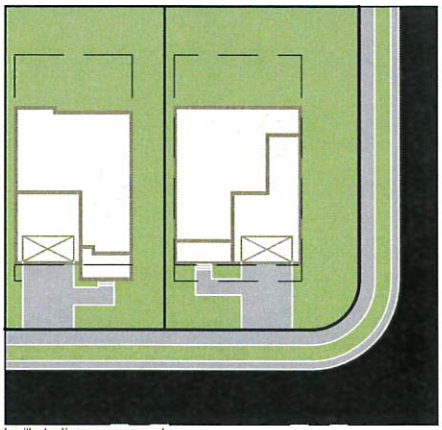
TRADITIONAL

designstandards

Minimum Lot Width Single family at front setback	45'
Minimum Lot Width Corner Lot	55'
Minimum Lot Width Two family at front setback	60'
Minimum Front Setback to home	15'
Minimum Front Setback to garage	20'
Minimum Rear Yard Setback	15'
Minimum Side Setback Interior Lot	5'
Minimum Side Setback Corner Lot	18'
Maximum Building Height	35'



Traditional homes strike a perfect balance between density and individual space, featuring larger lots while maintaining a compact design for efficient use of land. With a variety of architectural styles and customizable features, these homes foster a sense of individuality and community. They are designed to offer flexibility for families, while promoting a cohesive neighborhood atmosphere with shared amenities and nearby green spaces.



for illustrative purposes only





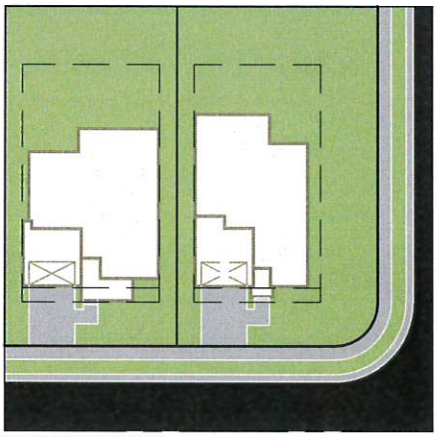
COTTAGE

designstandards

Minimum Lot Width Single family at front setback	60′
Minimum Lot Width Corner Lot	70′
Minimum Lot Width Two family at front setback	60′
Minimum Front Setback to home	15′
Minimum Front Setback to garage	20′
Minimum Rear Yard Setback	20′
Minimum Side Setback Interior Lot	5′
Minimum Side Setback Corner Lot	20′
Maximum Building Height	35′



Cottage homes are situated on moderate-sized lots, offering ample space for homeowners to enjoy private yards and outdoor activities while still being close to community amenities. These homes integrate into the surrounding neighborhoods, fostering connectivity and providing a tranquil, residential feel that is ideal for families or individuals seeking a balance of space and convenience.



for illustrative purposes only





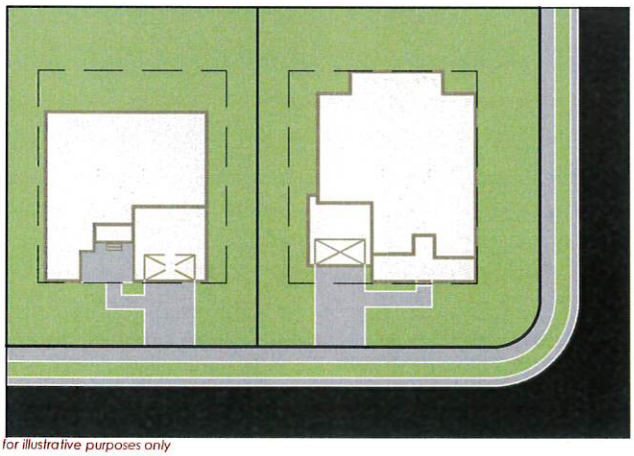
COLLECTION

designstandards

Minimum Lot Width Single family at front setback	75′
Minimum Lot Width Corner Lot	90′
Minimum Lot Width Two family at front setback	80′
Minimum Front Setback to home	20′
Minimum Front Setback to garage	20′
Minimum Rear Yard Setback	20′
Minimum Side Setback Interior Lot	8′
Minimum Side Setback Corner Lot	20′
Maximum Building Height	35′



The Collection homes offer larger lots, providing room for expansive yards, gardens, or outdoor living spaces. This category is perfect for residents looking for more privacy and space while still benefiting from the amenities and community aspects of a planned neighborhood. These homes provide a mix of architectural styles to ensure a diverse, visually appealing streetscape.



for illustrative purposes only

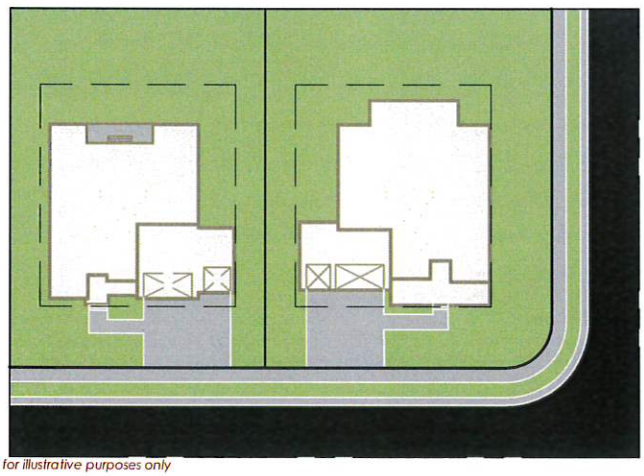


ESTATE
designstandards

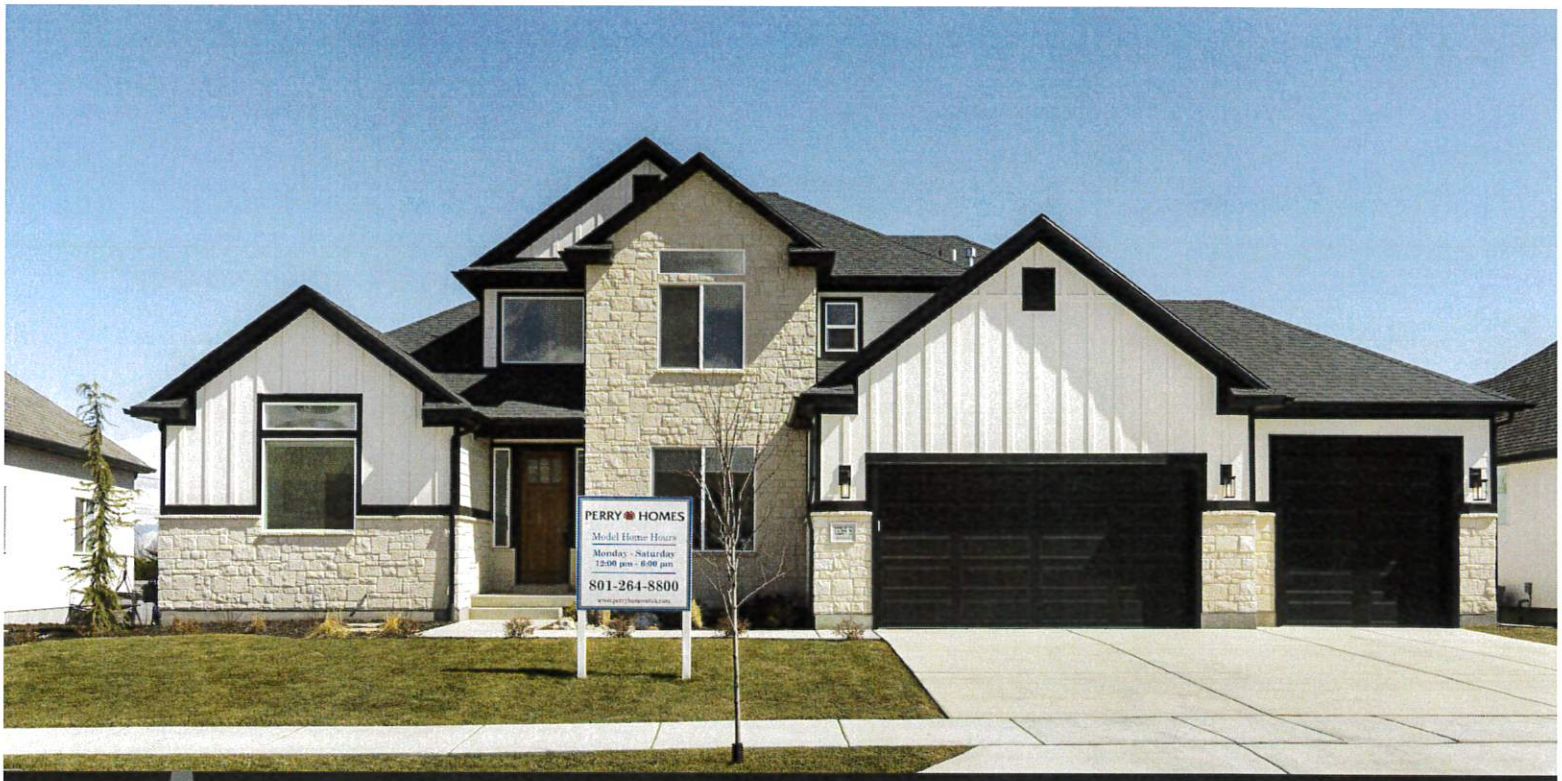
Minimum Lot Width Single family at front setback	85′
Minimum Lot Width Corner Lot	95′
Minimum Lot Width Two family at front setback	85′
Minimum Front Setback to home	20′
Minimum Front Setback to garage	20′
Minimum Rear Yard Setback	25′
Minimum Side Setback Interior Lot	8′
Minimum Side Setback Corner Lot	20′
Maximum Building Height	35′



Estate homes provide a living experience on large lots. These homes are perfect for those who value more secluded, quiet residential living, with enough room for outdoor activities and gathering space.



for illustrative purposes only



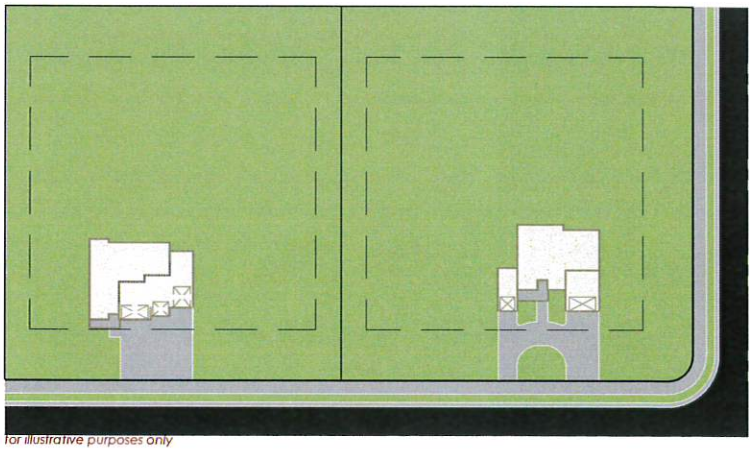
RANCH

designstandards

Minimum Lot Width Single family at front setback	100′
Minimum Lot Width Corner Lot	110′
Minimum Lot Width Two family at front setback	100′
Minimum Front Setback to home	30′
Minimum Front Setback to garage	30′
Minimum Rear Yard Setback	30′
Minimum Side Setback Interior Lot	12′
Minimum Side Setback Corner Lot	30′
Maximum Building Height	35′



Ranch homes are nestled on larger, rural-style lots. With space for agricultural uses or equestrian privileges, these homes are designed for those who desire a rural, spacious environment while still being part of a planned community.



for illustrative purposes only

PERMITTED & CONDITIONAL USES

	Townhomes	Courtyard	Garden	Traditional	Cottage	Collection	Estate	Ranch
Accessory Building & Uses		P	P	P	P	P	P	P
Accessory Dwelling Units	P	P	P	P	P	P	P	P
Agriculture Forestry/Horticultral Production	P	P	P	P	P	P	P	P
Agriculture Livestock Production								C
Apiary				P	P	P	P	P
Bed and Breakfast Inn	C	C	C	C	C	C	C	C
Churches and Religious Facilities	P	P	P	P	P	P	P	P
Commercial Day-Care/Pre-School	C	C	C	C	C	C	C	C
Day Treatment Facility and Program	C	C	C	C	C	C	C	C
Dwelling: Single-Family	P	P	P	P	P	P	P	P
Dwelling: Two-Family	P	P	P	P	P	P	P	P
Dwelling: Cabin/ Seasonal Home	P	P						
Dwelling: Condominium	P							

PERMITTED & CONDITIONAL USES

	Townhomes	Courtyard	Garden	Traditional	Cottage	Collection	Estate	Ranch
Dwelling: Farm and Ranch Employee Housing								C
Dwelling: Manufactured Housing Unit	P	P	P	P	P	P	P	P
Dwelling: Townhouse	P							
Gardening	P	P	P	P	P	P	P	P
Golf Course/ Country Club	C	C	C	C	C	C	C	C
Home Occupation	P	P	P	P	P	P	P	P
Home Occupation- Day Care/ Preschool	C	C	C	C	C	C	C	C
Hospital	P	P	P	P	P	P	P	P
Medical and Dental Clinic Accessory to a Hospital and Located on the Same Premises	C	C	C	C	C	C	C	C
Nursery/ Greenhouse (wholesale and retail)								C
Open Space Areas, Trails	P	P	P	P	P	P	P	P
Park and Ride Facilities Located on Arterial Streets	C	C	C	C	C	C	C	C

PERMITTED & CONDITIONAL USES

	Townhomes	Courtyard	Garden	Traditional	Cottage	Collection	Estate	Ranch
Private and Public Schools	P	P	P	P	P	P	P	P
Private Parks	P	P	P	P	P	P	P	P
Residential Support Facility and Programs	P	P	P	P	P	P	P	P
Private Recreational Facilities	P	P	P	P	P	P	P	P
Public Buildings, Facilities and Parks	C	C	C	C	C	C	C	C
Public and Private Utility Transmission Lines and Facilities	C	C	C	C	C	C	C	C
Residential Facilities for Persons with a Disability	P	P	P	P	P	P	P	P
Residential Facilities for Elderly Persons	C	C	C	C	C	C	C	C
Retirement Center	C	C	C	C	C	C	C	
Sports Fields	C	C	C	C	C	C	C	C

PERMITTED & CONDITIONAL USES

	Townhomes	Courtyard	Garden	Traditional	Cottage	Collection	Estate	Ranch
Temporary Concessions Located in Public Parks	P	P	P	P	P	P	P	P
Temporary Construction Buildings and Storage	P	P	P	P	P	P	P	P
Temporary Sales Office	P	P	P	P	P	P	P	P
Temporary Seasonal Use								P

Note: Any use not listed is therfore notpermitted.Fordefinitionsofuses, please see Tooele City Code 7-1-5.

architectural DESIGN STANDARDS

GENERAL STANDARDS

1. Three-story homes are permitted.
2. There is no minimum lot size requirement.
3. Double fronting lots are permitted as necessary to promote improved streetscapes.
4. Gated neighborhoods may be established where desired. Fire and emergency vehicle access will be provided to these neighborhoods via a knox box key program or approved equivalent.

DESIGN REGULATIONS

Unless otherwise stated in the Master Development Plan, residential design standards will adhere Tooele City Code Title 7 Chapter 11b Design Standards: Single Family Residential (April 23, 2012).

For all home products within the Residential Special District of the Compass Point, full design flexibility will be permitted for the following design considerations[1]:

- Exterior color
- Type or style of exterior cladding material
- Style, dimensions, or materials of a roof structure, roof pitch, or porch
- Exterior nonstructural architectural ornamentation
- Location, design, placement, or architectural styling of a window or door
- Location, design, placement, or architectural styling of a garage door
- Number or type of rooms
- Interior layout of a room
- Minimum square footage over 1,000 square feet, not including a garage
- Rear yard landscaping requirements
- Minimum building dimensions
- Requirements to install front yard fencing

Note:

1. Compass Point will comply with Utah State Code 10-9a-534

HOMESITE TYPES

The Compass Point Master Development Plan includes seven types of homesites: standard, agricultural, cluster, front-load, and rear-load single family homes, and front-load and rear-load townhomes. These homes are designed to offer variety and flexibility for diverse family needs and preferences. For specific information pertaining to each of these homesites, please see the Bulk & Intensity Table and the home product pages.

Reference Notes:

1. Lot width is measured from either the build-to line, when applicable, or the front setback, whichever is further back from the front property line to allow for curvilinear or coving designs.
2. Twin homes and townhomes shall consist of buildings between two and eight units and shall not be greater than 250 feet in length. They share at least one structural component (e.g., concrete, pillars, piers, foundations, footings, or walls) which may be above or under the ground, and may be attached or detached, but will be platted consistent with the footprint of the building, with all yards, driveways, and open space areas platted as common or limited common open space. The number of building stories shall be limited to the building height allowed for twin homes and townhomes.

architectural DESIGN STANDARDS

HOMESITE TYPES

Figure 1: *building height*

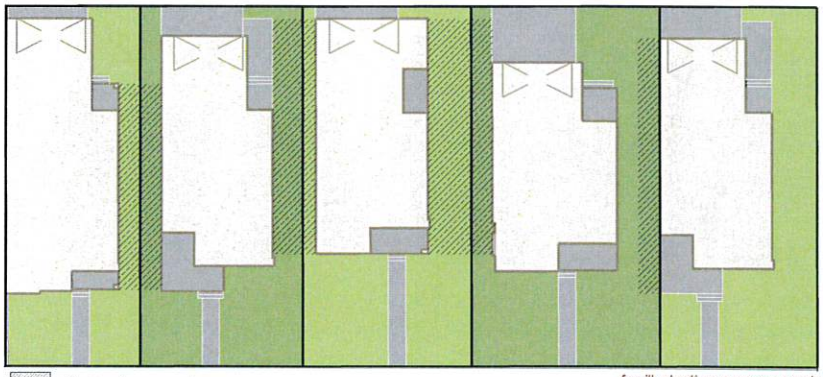


3. Building height is measured from the finished grade to the midpoint between roof ridgeline and eave, excluding ancillary structures.

SIDE YARD USE EASEMENTS

For Garden lots, side yard use easements will be allowed to provide access onto neighboring lots. These easements may be used for maintenance, access, or useable area on a neighboring lot. Sideyard use easements with specifying rights and privileges will be shown and clarified on the final plat of a subdivision. All buildings, regardless of homesite type, will be required to meet all building code requirements.

Figure 2: *sideyard use easements*



ACCESSORY DWELLINGS

Unless otherwise stated in the Master Development Plan, standards and limitations of Accessory Dwelling Units (ADUs) will adhere to Tooele City Code Title 7 Chapter 14a: Accessory Dwelling Units (May 7, 2021).

1. ADUs shall be a permitted use in all single-family residential lots that are 5,000 sqft and above, namely Traditional, Cottage, Collection, and Estate, and Ranch.
2. An ADU may be internal, attached, or detached. The minimum lot size required for ADUs is as follows:
   - 7,000 square feet for a detached ADU
   - 7,000 square feet for an attached ADU
   - 5,000 square feet for an internal ADU
3. ADUs shall not be included in the density calculations or overall unit count of Compass Point.
4. Detached ADUs shall be no smaller than 600 square feet and no larger than 1,800 square feet.

street&parking DESIGN STANDARDS

MONUMENTATION & SIGNAGE

Proposed large community monuments will be allowed at the major entrances from SR-36, SR -112, 1200 West and the future arterial road along the north boundary of the project. These major monument signs are not to exceed 106 square feet and shall have a maximum height limit of eight feet.

Minor monument signs at entries of each subdivision development may be allowed depending on the total unit count within the subdivision. These smaller monument signs are not to exceed 56 square feet and shall have a maximum height limit of six feet. All allowed freestanding signs shall have a setback of ten feet from any public right-of-way.

PARKING STANDARDS

Unless otherwise stated in the Master Development Plan, parking standards and limitations will adhere to Tooele City Code Title 7 Chapter 4: Off-Street Parking Requirements (October 17, 2024).

All required resident parking shall be located on the same lot as the dwelling. Visitor parking required for Townhome, Courtyard, and Garden homes must be distributed within the same subdivision as the respective dwelling units, with one stall per four units located within 500 a foot radius of the farthest entrance. Parallel parking on public and private streets may count toward visitor parking. Parking layout will be approved at preliminary plat approval.

single-family	2 spaces per dwelling unit
two-family	2 spaces per dwelling unit
townhome	2 spaces per dwelling unit
visitor parking (townhome , courtyard, & garden)	1 space per 4 dwelling units

Garages

Townhomes, Courtyard and Garden homes are permitted single car, two-car tandem, or standard two-car garages. All other single-family homes must include a two-car garage. No minimum garage dimensions will be required[1].

Garage Style	Permitted
standard two-car	all homesites
tandem two-car*	townhome, courtyard, garden
single car	townhome, courtyard, garden

*Tandem parking includes two stalls within an enclosed garage or one within an enclosed garage with another in the driveway. Each tandem space counts toward the required parking per dwelling unit.

Parking Recreational Vehicles

Personal recreational vehicles (RVs), including but not limited to trailers, boats and watercraft, travel trailers, utility trailers, and motorhomes parked in residential zones shall be parked on a hard surfaced area behind the front wall plane of the primary structure on the same property. Parking for such vehicles within residential developments approved with off-street RV parking areas shall be allowed within those recreational vehicle parking areas only.

Note:

1. Compass Point will comply with Utah State Code 10-9a-534

PARKING STANDARDS

1. Visitor parking spaces shall be a minimum of nine feet wide by 20 feet deep
2. Where a front overhang over a sidewalk is proposed or provided, and the sidewalk is a minimum of six feet in width, parking spaces may be reduced to 18 feet deep. In the instance where the sidewalk is less that six feet in width, parking stalls shall be at least 20 feet deep and contain wheel stops to prevent vehicles from overhanging the sidewalk.
3. Where a front overhang over a landscape area is proposed or provided, parking spaces may be reduced to 18 feet deep.
4. All parking and drive access must maintain a 10-foot setback from the PC at the ROW, except stripe parking, which is only permitted on private roads with a 30-foot setback. (see figure 3).
5. Screening will not be required for off-street parking lots.

ACCESS REQUIREMENTS

A drive approach shall be that portion of the ingress and egress to and from a driveway from the front of the curb to the property line. Adequate ingress and egress to and from all residential lots shall be provided as follows:

1. No more than one drive approach shall be allowed for Townhomes, Courtyard, Garden, and Traditional lots. The width of the drive approach shall not be greater than 24 feet wide. Due to the dimension requirements of these lots, the fraction of frontage that the drive approach occupies will have no bearing on the maximum drive approach allowance.
2. No more than two drive approaches will be allowed for Cottage, Collection, Estate, and Ranch lots. A lot may have a singular 30-foot drive approach or two drive approaches that total 30 feet wide. Two drive approaches on the same lot must have a minimum of 12 feet between them. The fraction of frontage that the drive approach occupies will have no bearing on the maximum drive approach allowance.

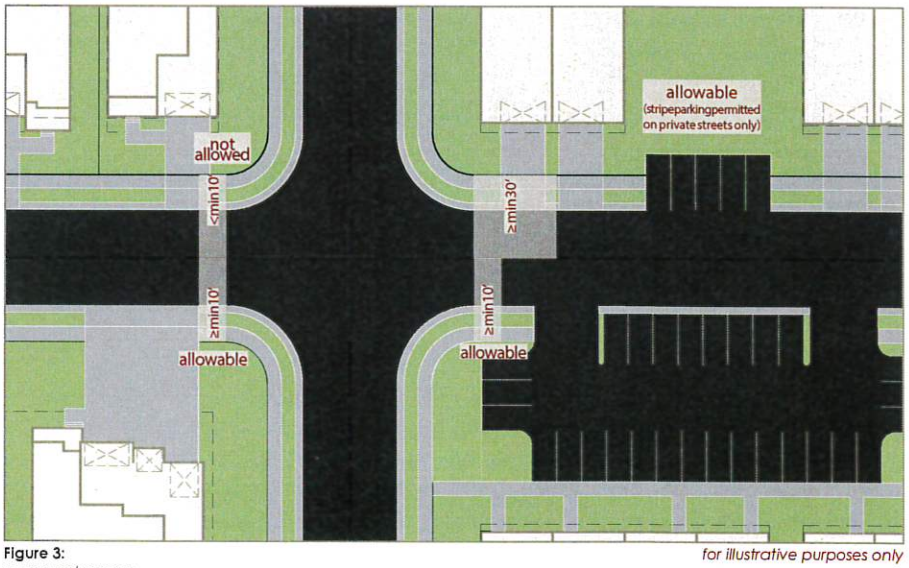


Figure 3:
approved access

for illustrative purposes only

ACCESS REQUIREMENTS

3. A drive approach shall be measured from the bottom of the flares, at its widest point. The flare shall not be greater than three feet long.
4. Driveways providing access to individual dwelling units or collective parking areas must be at least 10 feet from intersecting streets. This distance is measured from the existing or planned end of the intersection curve along the back of the sidewalk to the nearest point of the driveway (see figure 3).
5. A driveway serving an individual dwelling unit should align with the garage setback, providing sufficient off-street parking. For alley-load homes, parking will follow standards similar to those for townhomes. Driveways should be either three to five feet long, where no parking is allowed in the driveway or a minimum of 20 feet long where parking is allowed.

STREET LIGHTING

To ensure a safe and inviting environment throughout the Compass Point development, street lights will be installed at intervals of no more than 300 feet, with additional fixtures placed at every intersection and within the bulbs of cul-de-sacs.

For individual lots, exterior lighting must feature architecturally integrated decorative designs that complement the overall aesthetic of the community. Yard areas may utilize "directional" lighting to minimize light pollution and ensure that no direct beams impact adjacent properties. Security lighting is permitted but must be activated only as needed for immediate safety.

Light design may change with approval from the city staff that meets the same height and style. Changes should only be made at locations that provide continuity through the villages and along collector roads.



COLLECTOR & ARTERIAL
30' height
CYCLONE
(POST TOP-CE21T4A)



RESIDENTIAL
14' height
CYCLONE
(SIDE MOUNT-CY21S2)

street&parking DESIGN STANDARDS

GENERAL STREET STANDARDS

Unless otherwise stated in the Master Development Plan, street standards will adhere to Tooele City Code Title 4 Chapter 8: Road and Bridge Construction Standards (January 24, 2024).

1. An updated Master Transportation Plan will be required at the preliminary plan design for any changes to the current Tooele City Master Transportation Plan.
2. Traffic studies will be provided at preliminary to determine final collector road sizing and locations.
3. All fire and emergency vehicle access requirements shall be verified for compliance at the time of preliminary plat.
4. Cul-de-sacs, where permitted, shall not be more than 500 feet in length measured from the centerline of the last intersecting street to the center point of the turnaround area.
5. Lengths of dead-end streets will be determined at preliminary plat.
6. Roadways incorporated into the trail system will be expanded by three feet along one sidewalk to create an eight-foot-wide trail. The trail surface may be constructed of either concrete or asphalt.

STREET DESIGNATIONS

Arterial Streets

A large street with medium traffic speeds generally designed to efficiently convey high volumes of traffic through the community. Direct access from arterial streets to adjacent properties is limited and controlled and widely spaced. Residential properties shall not have driveway access directly onto an arterial street.

Major Collector Streets

A larger street with medium traffic speeds generally designed to convey regional traffic between areas of the community containing lower classification roads to arterial streets. Direct access from arterial streets to adjacent properties is limited and widely spaced. Generally residential properties shall not have driveway access directly onto a major collector street.

Sub-Collector Streets

A medium-sized street intended to be the primary traffic conveyor through neighborhood or non-residential areas to feed traffic to larger classification streets for regional travel.

Local Streets

A smaller street designed primarily for localized neighborhood traffic at slower speeds and providing direct access to adjacent properties.

Private Streets

A roadway that is not publicly dedicated or maintained by the city, providing access to multiple properties within a development. Direct access limitations may apply based on adjacent street classifications.

1. Private streets are permitted for Townhome, Courtyard, and Garden lots.
2. Private streets will be managed and maintained by a HOA.
3. No parking will be permitted along roadways where the pavement width is less than 32 feet.
4. A maximum of six dwelling units will be permitted along one shared driveway (see shared driveway exhibit on page 41).
5. Highback or mountable curbs shall be permitted on all private streets.

landscape DESIGN STANDARDS

OUTDOOR LANDSCAPING

All new and rehabilitated landscaping for public agency projects, private development projects, developer-installed landscaping in multi-family, single-family residential projects, and two-family dwellings shall comply with the following landscaping standards:

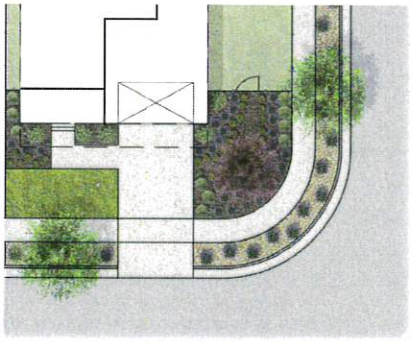
Definitions

1. Active Recreation Areas — Areas of the landscape dedicated to active recreation where lawn may be used as the playing surface (e.g., sport fields and play areas).
2. Corner Lot — A lot situated at the intersection of two or more streets with frontage along each intersecting street.
3. Enhanced Paving — Paving surfaces that include decorative or functional design elements, such as patterned pavers, permeable materials, or textured finishes, to improve aesthetic appeal and usability.
4. Front Yard — A yard extending across the full width of the lot, with depth measured as the shortest distance between the main building and the front lot line.
5. Hardscape — Durable landscape materials such as concrete, wood, pavers, stone, or compacted gravel.
6. Lawn — Ground covered with grass or turf that is regularly mowed.
7. Mulch — Loose material such as rock, bark, compost, wood chips, or other similar substances applied to the soil.
8. Nonfunctional Turf — Irrigated grass area maintained for aesthetic purposes without functional use.
9. Park Strip — A typically narrow landscaped area located between the back-of-curb and sidewalk.
10. Paths — Designed routes between landscape areas and features
11. Planting Bed — Areas of the landscape that include plants such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate vegetation.
12. Rear Yard — A yard extending across the full width of the lot, opposite the front lot line, with depth measured as the shortest distance between the rear of the main building and the rear lot line.
13. Side Yard — A yard between a building and the adjacent side lot line, extending from the front yard setback to the rear yard setback. For corner lots, the side yard adjacent to a street extends from the front yard setback to the rear lot line. The width of the required side setback is the shortest distance between the side of the main building and the side lot line.
14. Street Tree — A tree planted within the public right-of-way or designated planting strip along a street, intended to provide shade, aesthetic appeal, and environmental benefits to the street and surrounding area.
15. Total Landscaped Area — Improved property areas incorporating all completed features of the landscape. This does not include building footprints, sidewalks, driveways, or other non-irrigated, intentionally undeveloped areas.

landscape DESIGN STANDARDS

LANDSCAPING REQUIREMENTS

1. Landscaped areas shall be equipped with a smart irrigation controller that automatically adjusts the frequency and duration of irrigation events in response to changing weather conditions. All controllers must have automatic rain delay or rain shut-off capabilities.
2. All irrigation systems must be suited to the designated plant material to maximize water efficiency. Drip irrigation or bubblers shall be used except in lawn areas. Drip irrigation systems must be equipped with a pressure regulator, filter, flush-end assembly, and any other necessary components.
3. Each irrigation valve shall be designated for landscaping with similar site, slope, and soil conditions, and for plant materials with similar watering needs. Lawn and planting beds shall have separate irrigation valves, and drip emitters and sprinklers shall also be on separate irrigation valves.
4. The following requirements apply to single-family residential properties:
    - a. Lawn shall not be installed in park strips, paths, on slopes greater than 25% (4:1 grade), or in areas narrower than eight feet at their narrowest point. Lawn areas should be free from obstructions (e.g., trees, signs, posts, valve boxes) where reasonably practicable.
    - b. Lawn areas in front and side yards may not exceed the greater of 250 square feet or 35% of the total landscaped area.
        - i. For single-family residential properties on lots 0.25 acres or smaller, where the combined square footage of the front and side yards is twice or more that of the rear yard square footage, lawn areas may cover up to 50% of the total landscaped area in the front and side yards.
        - ii. Residential lots without backyards, with a total landscaped area of less than 250 square feet, and with front yard dimensions that cannot accommodate an eight-foot-wide lawn, are exempt from the minimum eight-foot lawn width requirement.
    - c. Landscaped areas shall have sufficient plant material to provide at least 50% living plant cover at the ground plane at plant maturity, excluding tree canopies. Park strips are excluded from this requirement.
5. In multi-family common area landscapes, lawn areas may not exceed 30% of the total landscaped area, outside of active recreation areas.



TRADITIONAL
illustrative example



ESTATE
illustrative example

for illustrative purposes only

landscape DESIGN STANDARDS

LANDSCAPING REQUIREMENTS

6. Certain special-purpose landscape areas (e.g., stormwater management areas) may receive exceptions from slope limitations and other landscaping requirements (see paragraph 4 above). Exceptions shall be reviewed through the preliminary plat application process.
7. Planting beds must have at least three to four inches depth of permeable mulch — such as river cobble, decorative gravel, or bark mulch — to control weeds and enhance landscape appearance. Black lava rock and white stone shall not be permitted. Weed barrier shall be optional.
8. Enhanced paving such as cobblestone paths, colored concrete, or any variation of paving other than standard gray concrete shall be approved by Master Homeowners Association.

Resources:

For additional landscaping guidance and design inspiration, homeowners and developers are encouraged to explore the Localscapes website. Localscapes provides practical tips and examples for creating water-efficient, regionally appropriate landscapes that align with Compass Point's landscaping goals. Visit localscapes.com for more information.

STREET TREES

Street trees shall be required in park strips that are 5 feet wide or greater. Trees shall be spaced at no greater than 40 feet on center. Trees shall be planted in the center of the park-strip and located no closer than 2 feet 6 inches from a paved surface. Trees shall not be less than two (2") caliper inches measured one foot from the ground and shall not be shorter than six feet in height at the time of planting. Park strip trees shall not be planted less than ten feet from the adjoining property line. Tree species must be approved by the North Tooele City Special Service District.

If public streets abut the front and rear boundaries of the residential lot, trees are required in the park strip abutting the front boundary but not the rear boundary. If public streets abut the front and any side boundaries of the residential lot, trees must be planted in both front and side yard park strips.



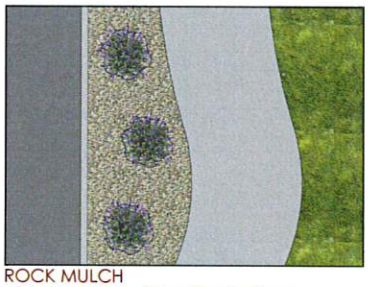
for illustrative purposes only

landscape DESIGN STANDARDS

PARK STRIPS

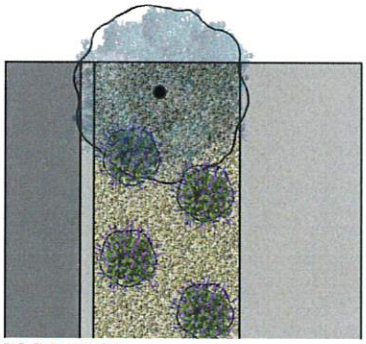
All park strip areas in residential subdivisions, with the exception of paved drive approaches and sidewalks as approved in the site plan, shall be landscaped and maintained. Landscaping of park strips with seed, sod, or lawn shall be prohibited. Park strip landscaping shall be hardscapes, i.e. colored and/or stamped concrete, decorative rock, mulches, or similar decorative materials that do not require irrigation. Park strips shall also include street trees as required herein and may include water-wise shrubs and plantings that requires little to no water.

The North Tooele City Special Service District will maintain all roadway park strips along arterial and collector roads and fronting any open space, parks, storm water ponds, or public common areas. Home owners shall be responsible for the perpetual care and maintenance of park strip areas along local and private roads fronting their private owned lot. HOAs will maintain park strips along local or private roads that are within and fronting the HOA-maintained community.

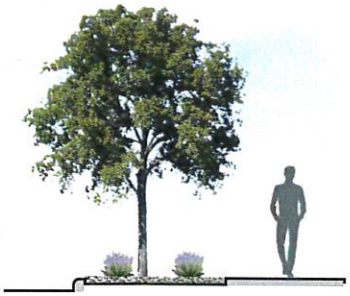


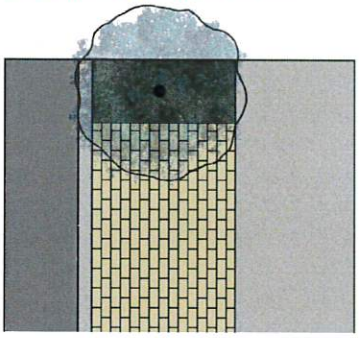
ROCK MULCH
with ornamental planting *(optional)*



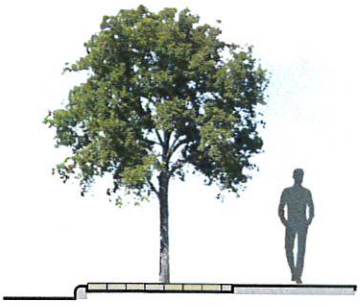


ROCK MULCH
with ornamental planting *(optional)*





CONCRETE, STAMPED
CONCRETE, OR PAVERS



for illustrative purposes only



masonry
collector&arterial



wrought iron or aluminum
residential



vinyl - vertical slats
residential



wooden
residential



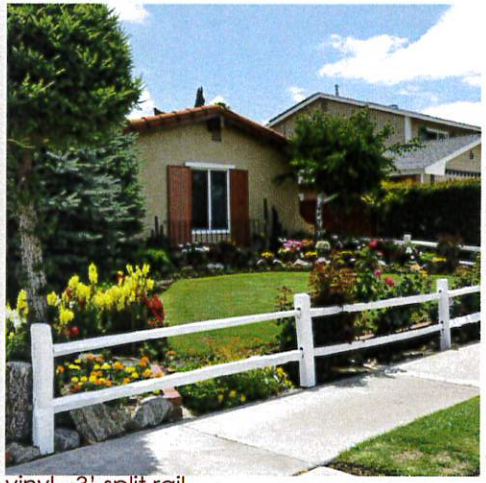
masonry
collector&arterial



composite
residential



vinyl - horizontal slats
residential



vinyl - 3' split rail
residential

for illustrative purposes only

FENCING PLAN
proposed

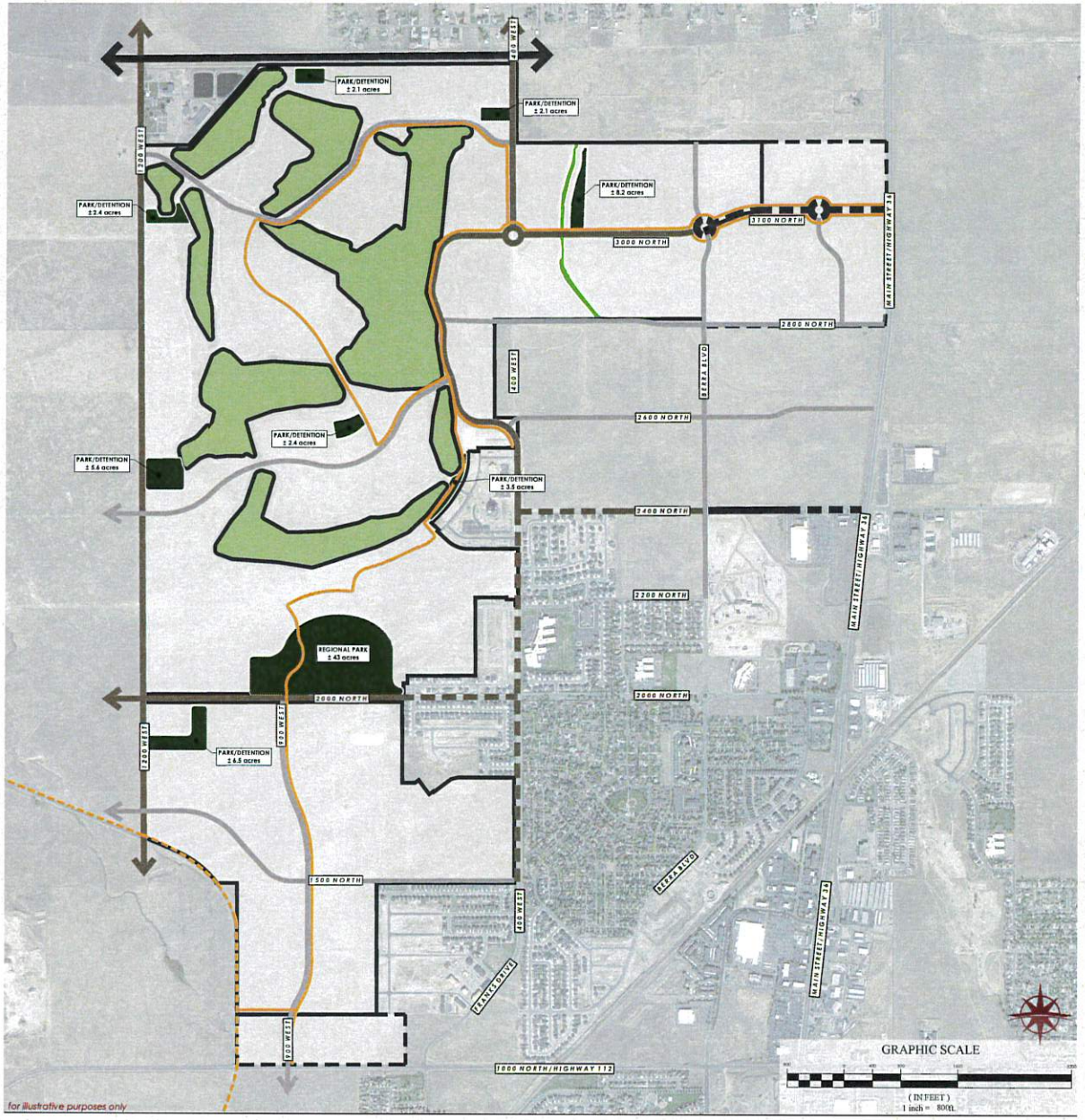
For the overall project, six foot masonry, vinyl, or wood fencing may be constructed along arterial and collector roads. Homes and townhomes that directly front these roads will not require fencing along the roadway.

For individual residential lots, fencing materials may include vinyl, wood, or composite options. Additionally, wrought iron or painted aluminum will also be permitted as semi-private, three foot fencing options where applicable. A maximum height of three feet is allowed for fencing along front yards. No fencing in excess of three feet in height shall be placed in the clear vision area as defined in Tooele City Code 7-2-11. Six foot privacy fencing is permitted around side and rear yards. Three foot fencing or six foot wrought iron or aluminum semi-private fencing will be permitted along open space and parks.

Fencing can be installed by either the developer or the homeowner, based on preference. Additionally, homes that back onto open space, such as the golf course, may choose to forgo fencing altogether or opt for non-privacy fencing.

Unless otherwise stated in the Master Development Plan, fencing standards will adhere to Tooele City Code Title 7 Chapter 2: Supplementary and Qualifying Regulations (March 9, 2022).

proposed TRAILS & OPEN SPACE



This master planned development is designed to foster community connectivity and outdoor engagement through a thoughtful trail system, regional and neighborhood parks, and enhancing recreational opportunities for residents.

The proposed trail system will offer seamless access to green space from the new neighborhoods and major roadway corridors. The regional park will serve both the proposed community and all of TCPARP, promoting active lifestyles and community interaction.

Any private amenities such as clubhouses, pools, playgrounds, and sports courts, will be detailed in each preliminary or final subdivision design. This thoughtful integration of amenities and open spaces aims to create a vibrant, inclusive environment for residents.

The RSD includes a minimum of 47 acres of park and detention space and 3 acres of preserved open space along the wash area. The combined park and detention space and preserved open space provide a minimum total of 50 acres of open space (the "Open Space"). It is the Developer's intent, of its own free will, to contribute to the Tooele City Parks, Arts and Recreation Program (the "TCPARP") for the benefit of the public, the minimum acreage shown as Open Space in the RSD. The exact location and final configuration shall be determined in the preliminary and final plat process. Such free-will contribution shall occur at the time of recordation of any final plat where the public Open Space is contemplated, or such other time which may be agreed upon between the City and Developer. This contribution is outside the TCPARP impact fee facilities planning and shall not trigger any impact fee credits. The TCPARP shall be responsible for any and all improvements and maintenance at its sole cost and expense.

legend

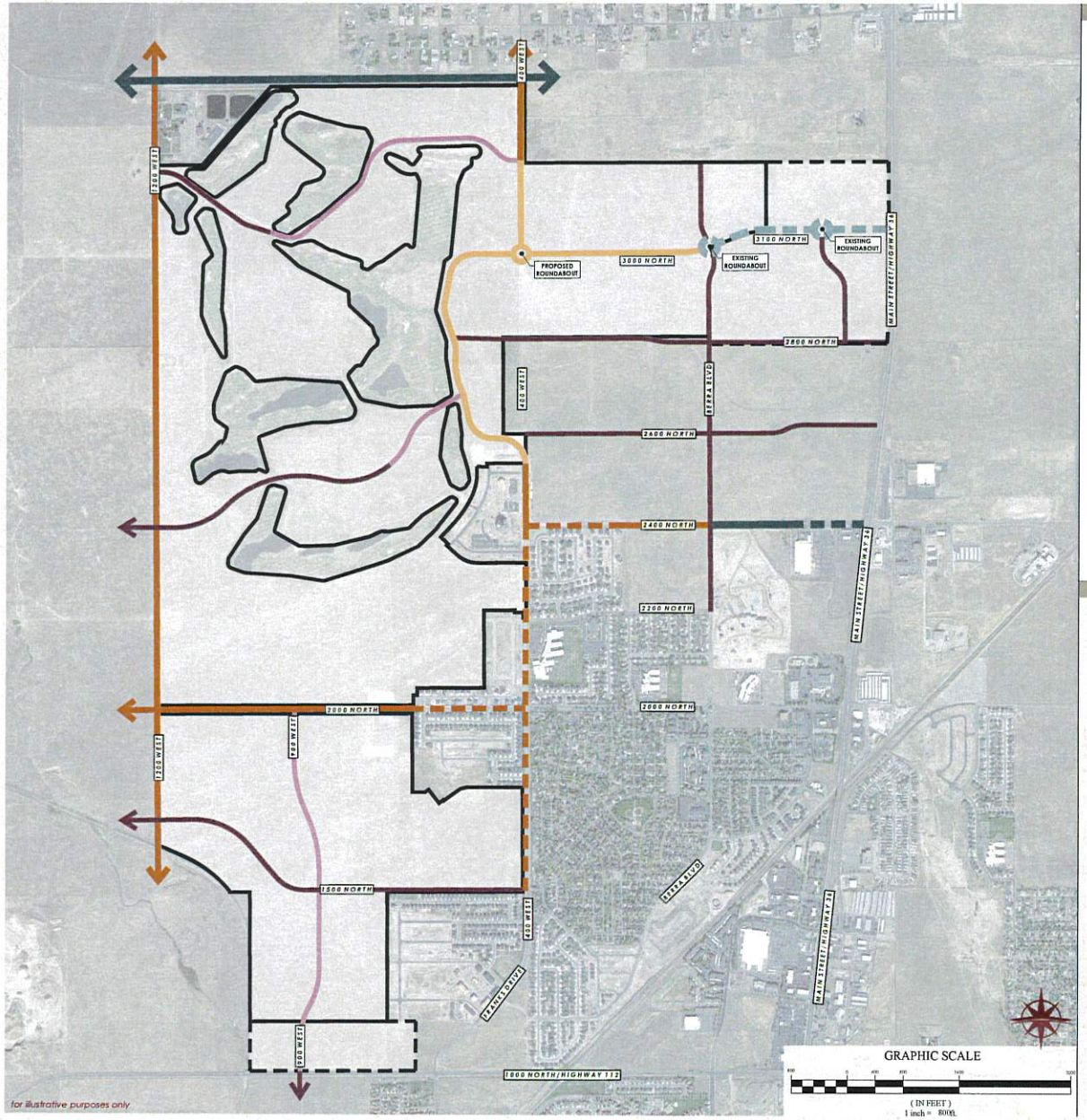
- proposed trail
- future county trail
- private golf course (not included in project)
- parks and detention
- preserved open space
- project boundary
- subject of a separate commercial special district submittal

tabulations

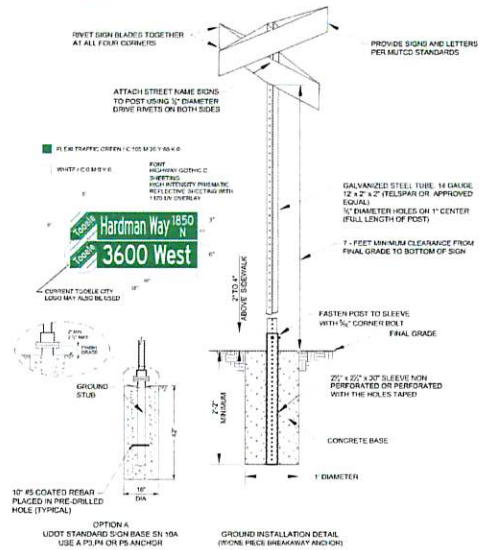
50 acres	min. total open space
47 acres	min. park & detention space
3 acres	min. preserved open space

Note:
1. Trails will be located along roadway as seen in the street cross-sections on pages 38-40. Any additional connectivity to the trail system may be proposed through the final subdivision design process.
2. Map is a conceptual illustration. Location and acreage of any open space areas or location of trails may change with preliminary and final design. Any open space areas over two acres may be dedicated to Tooele City. These dedicated areas shall be owned, designed, constructed, and maintained by Tooele City.

proposed TRANSPORTATION PLAN



street signs

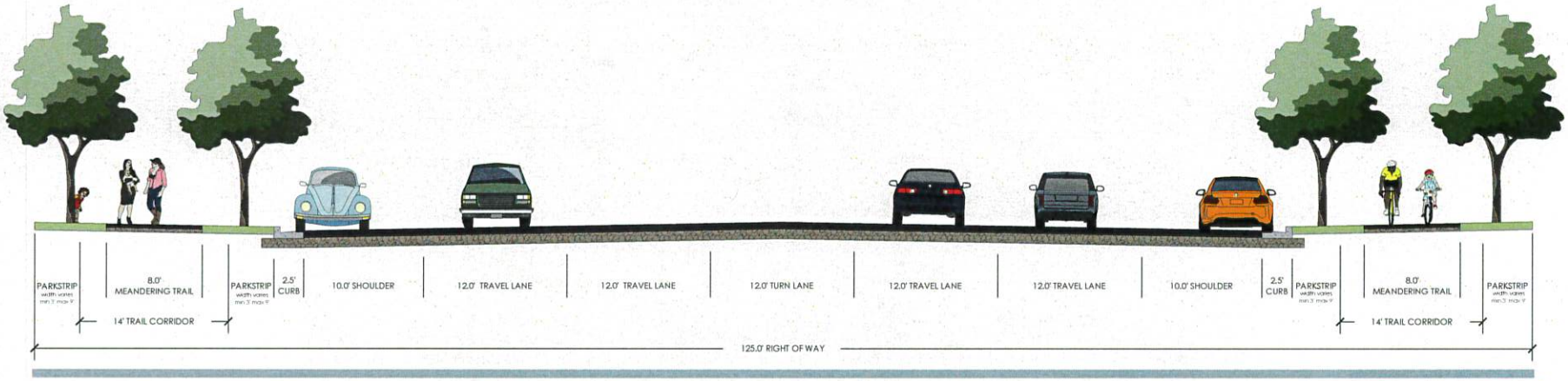


legend

- 66' existing sub- collector
- 66' proposed sub- collector
- 69' proposed sub-collector with trail
- 84' existing major collector
- 84' proposed major collector
- 87' proposed major collector with trail
- 106' existing arterial
- 106' proposed arterial
- 125' existing arterial with trail corridors
- project boundary
- subject of a separate commercial special district submittal

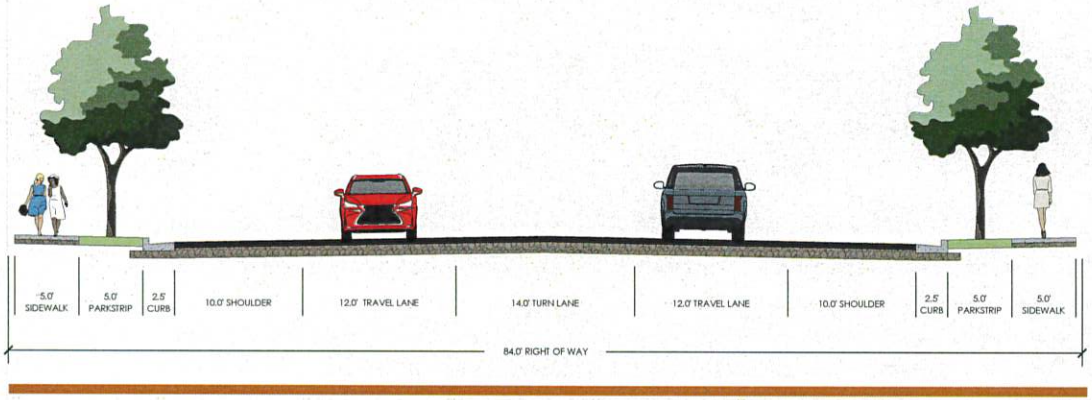
Note: Traffic studies will be provided at preliminary plan to determine final collector road sizing and locations. An updated master transportation plan will also be required at preliminary plan design for any changes to the current City Master Transportation Plan.

125' arterial



Note: park strips subject to change as trail meanders within trail corridor, with a minimum width of 3' and maximum of 9'. Final buffer and trail design to be determined at preliminary plat.

84' major collector

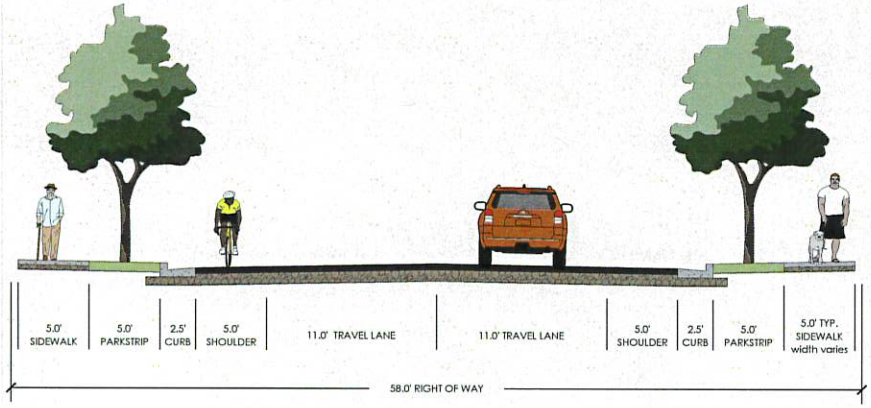


Note: roadways incorporated into the trail system will be expanded by 3 feet along one sidewalk to create an 8-foot-wide trail to enhance pedestrian connectivity. The trail surface may be constructed of either concrete or asphalt.

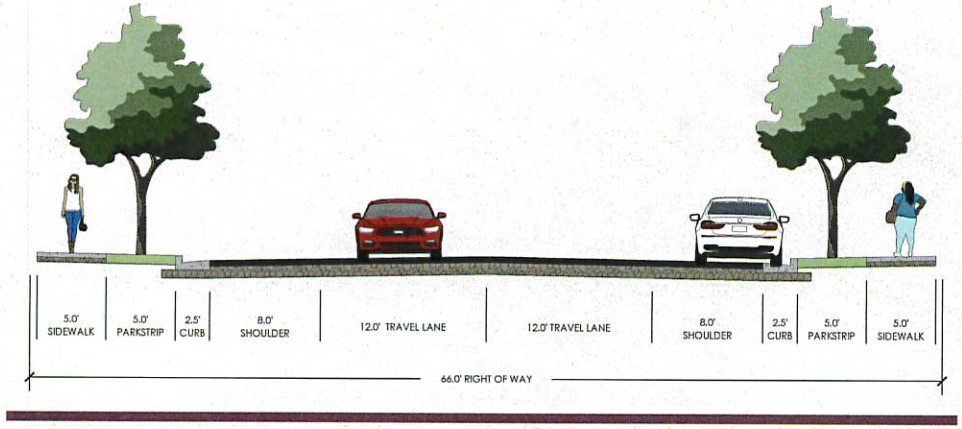
for illustrative purposes only

STREET CROSS SECTIONS
arterial&collectorroads

58' local



66' sub-collector with trail

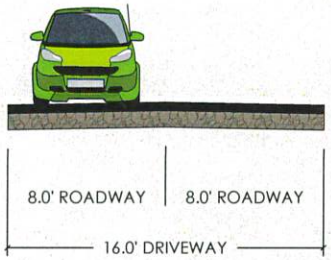


Note: roadways incorporated into the trail system may be expanded by 3 feet along one sidewalk to create an 8-foot-wide trail to enhance pedestrian connectivity. The trail surface may be constructed of either concrete or asphalt.

for illustrative purposes only

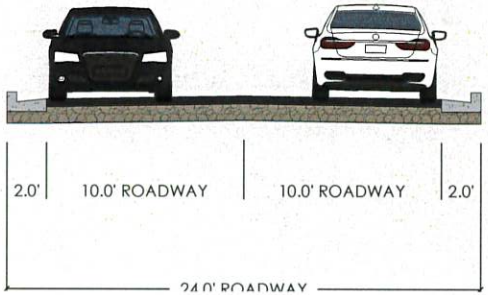
STREET CROSS SECTIONS
collector&localroads

16' shared driveway

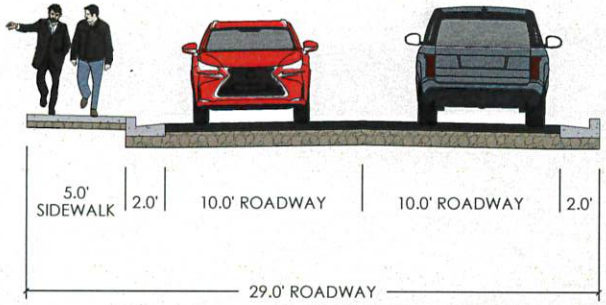


Note: maximum six dwelling units permitted alongoneshareddriveway

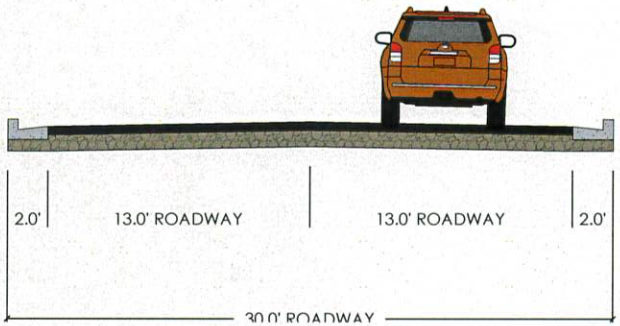
24' private road
rear-load
dead end street



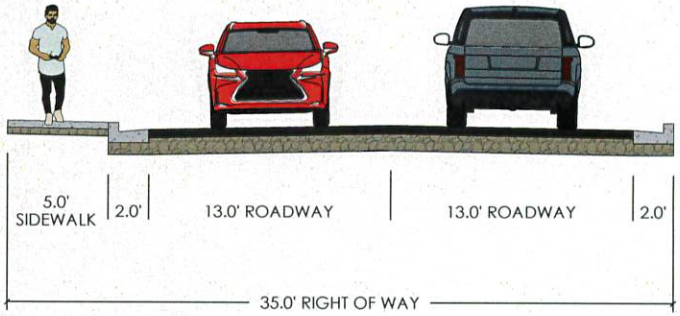
29' private road
front-load
dead end street



30' private road
rear-load
through street



35' private road
front-load
through street



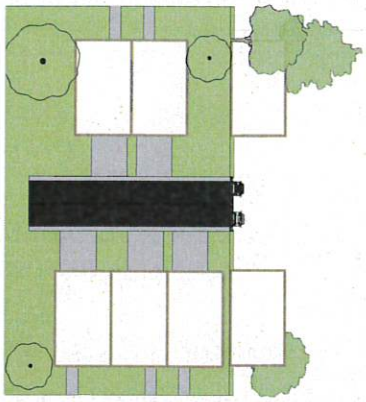
Note:
1. all fire and emergency vehicle access requirements shall be verified for compliance at the time of preliminary plat.
2. highback or mountable curbs shall be permitted on all private streets.

for illustrative purposes only

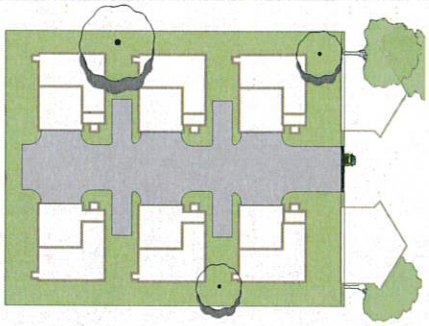
STREET CROSS SECTIONS
privateroads

STREET CROSS SECTIONS
private roads

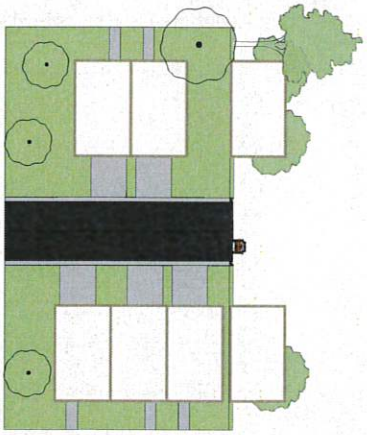
24' private road
rear-load
dead end street



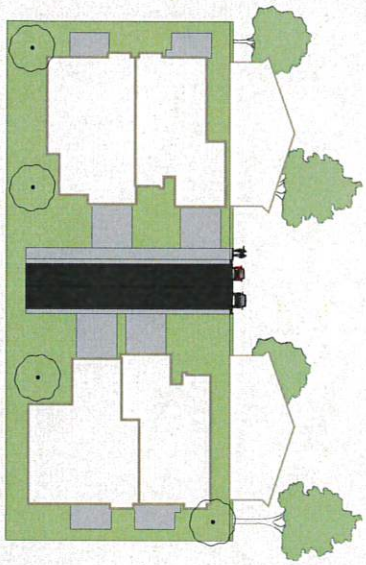
16'
shared driveway



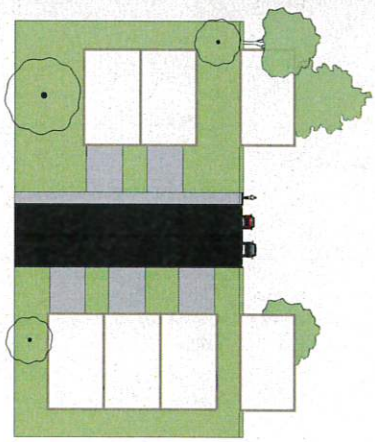
30' private road
rear-load
through street



29' private road
front-load
dead end street



35' private road
front-load
through street



for illustrative purposes only

CompassPoint APPROVAL MATRIX

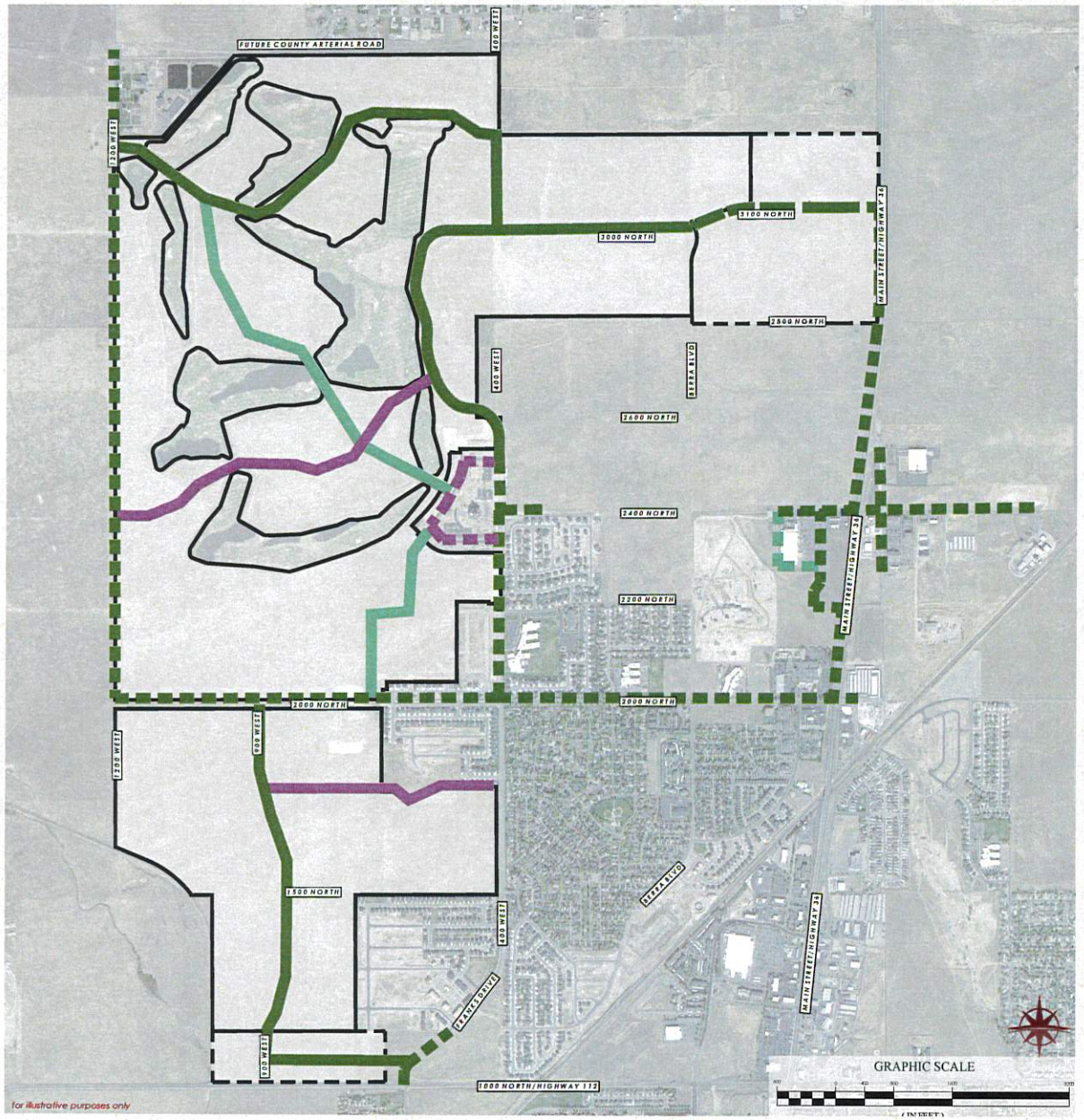
AMENDMENTS

Submittal Type	Planning Staff Approval	Planning Commission Public Hearing	Planning Commission Recommendation	City Council Approval
RSD | major amendment[1]		X	X	X
RSD | minor amendment	X			
non- standard subdivision[2]	X			
preliminarysubdivision	X	X		
final subdivision	X			

Notes

1. A major amendement to the RSD would include changes to unit count, density, or bulk & intensity table. Anything else would be a minor amendment
2. All non-standard subdivisions will comply with Tooele City Code.

utilities CULINARY WATER



legend

- 8"proposedmasterplannedwaterline
- 10"proposedmasterplannedwaterline
- 12"proposedmasterplannedwaterline
- 8"existingwaterline
- 10"existingwaterline
- 12"existingwaterline
- projectboundary
- subject of a separate commercial special district submittal

Note: This map shows the current existing and master planned water lines at the time of this Residential Special District filing. At preliminary subdivision review an updated water model shall be provided to determine that the pipe sizing and locations are adequate.

utilities WATER

WATER RIGHTS DEDICATION

Interior water demand is set at 0.25 acre-feet per unit for all residential types.

Irrigated water demand varies based on landscaping type, with 4 acre-feet per acre for sod areas and 2 acre-feet per acre for drip irrigation. Final water right conveyance requirements will be determined at the time of development application, based on the specific layout and landscaping of the proposed development, in compliance with Tooele City Code at the time of subdivision application.

utilities STORM DRAIN

STORM DRAIN MANAGEMENT

The use of both retention and detention ponds are allowed within the district. Detention ponds are to be used where there is a feasible point of connection to an existing drainage channel, city drainage system, existing discharge point, or historic drainage pathway, and the existing FEMA Channel that runs adjacent to the site. In the case of detention ponds, a discharge of 0.1 cfs/acre will be allowed. Detention ponds are to be sized for the 10-year 24-hour storm event using date from NOAA Atlas 14.

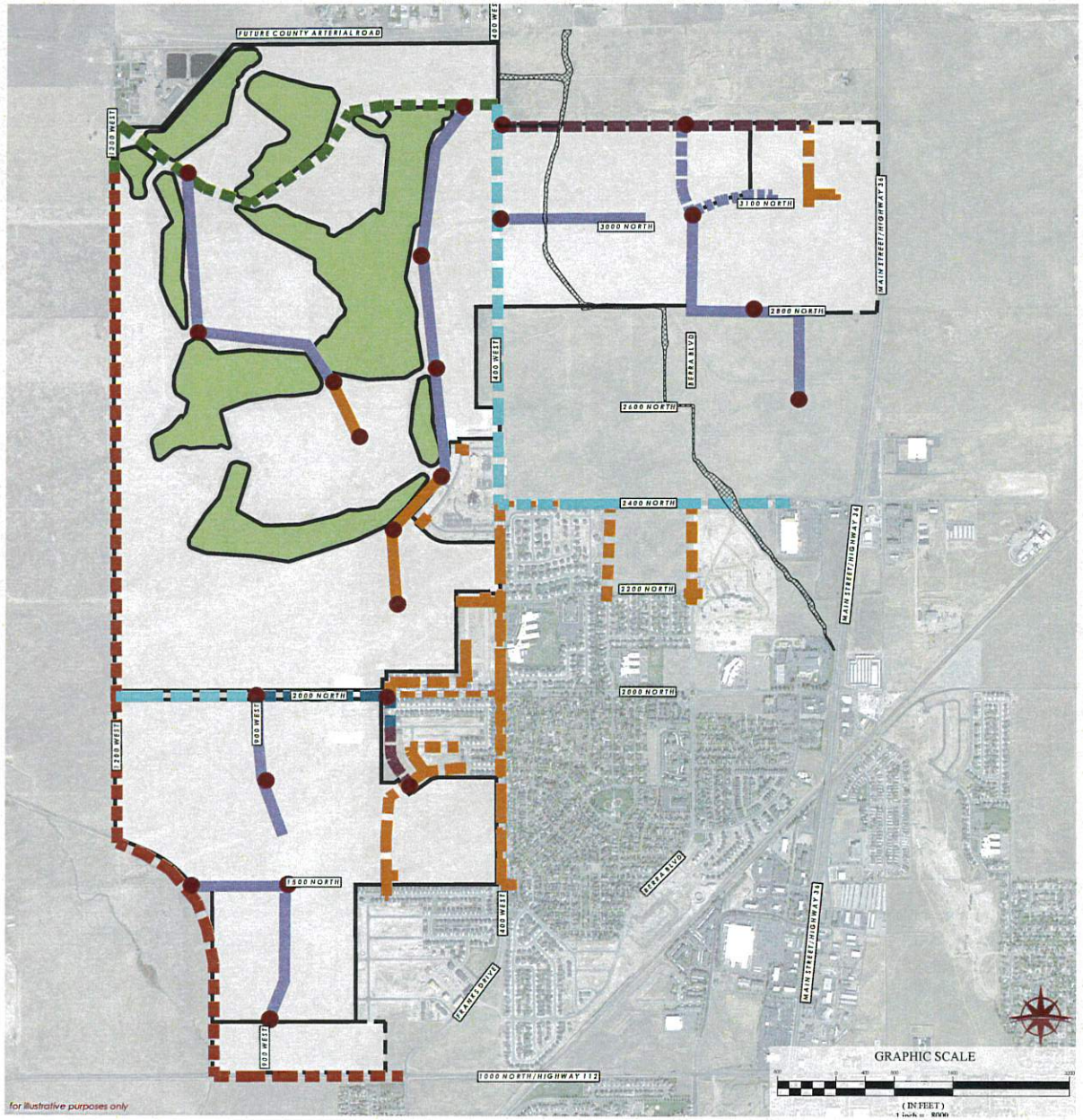
Retention ponds are to be used where there is not a feasible connection point to an existing drainage system as described above. Retention ponds are to be sized to hold the 100-year 24-hour storm event.

The exact locations of the storm drain ponds are to be determined during the preliminary and final engineering design of each subdivision plat. Existing storm water detention or retention ponds within the subject property may remain in place or be relocated. Specific changes to existing ponds will be determined during preliminary design. Where feasible, ponds will be placed in open space parks that are greater than 2 acres and will be owned and maintained by the Tooele City and/or the Special Service District.

Storm Drain piping will be sized to convey the 10-year 24-hour storm event in the cases where the 100-year storm can be conveyed to the nearest detention, retention pond or storm water discharge point. If the 100-year 24-hour storm event can't be conveyed with overland flow, the storm drain piping in these areas will need to be sized to handle the 100-year 24-hour storm event.

The above design criteria are subject to revision and compliance with Tooele City and State of Utah storm water regluations in effect at the time of subdivision application.

utilities SEWER



legend

- 30" existing sewer line
- 21" existing sewer line
- 18" existing sewer line
- 15" existing sewer line
- 12" existing sewer line
- 10" existing sewer line
- 8" existing sewer line
- 12" proposed master planned sewer line
- 10" proposed master planned sewer line
- 8" proposed master planned sewer line
- proposed sewer node
- project boundary
- subject of a separate commercial special district submittal

Note: This map shows the current existing and master planned sewer lines at the time of the re-zone. At preliminary subdivision review, an updated sewer model shall be provided to determine that the pipe sizing and locations are adequate.

residentialspecialdistrict BOUNDARY

LEGAL DESCRIPTION

Legal Description prepared for
Overlake
Tooele, Utah
(3/36/2025)
23-0260
(ARS)



Residential Special District Boundary Description

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

Beginning at the West Quarter Corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; running thence along the Section line N89°32'53"E 432.36 feet; thence S13°58'58"W 195.88 feet; thence S54°48'07"E 567.95 feet; thence N54°30'17"E 682.84 feet; thence N46°49'39"E 165.73 feet; thence N74°49'12"E 63.72 feet; thence N11°49'39"E 513.70 feet; thence S73°01'59"E 37.24 feet; thence N15°58'14"E 108.97 feet; thence N20°23'21"W 41.55 feet; thence N48°31'24"E 76.57 feet; thence N21°03'51"E 48.20 feet; thence N49°25'32"E 93.48 feet; thence S53°37'52"E 21.54 feet; thence N51°47'43"E 123.87 feet; thence Northerly along the arc of a non-tangent curve to the left having a radius of 113.39 feet (radius bears: N34°21'02"W) a distance of 167.40 feet through a central angle of 84°35'13" Chord: N13°21'22"E 152.61 feet; thence N66°58'56"E 19.25 feet; thence N46°55'07"W 169.73 feet; thence N89°37'23"E 703.57 feet; thence N89°36'40"E 2,643.34 feet to the Section line; thence S00°27'36"E 1,121.80 feet to the East Quarter Corner of Section 5; thence along the Section line N89°44'36"E 2,530.52 feet; thence S00°26'01"E 861.72 feet; thence Southerly along the arc of a non-tangent curve to the left having a radius of 350.04 feet (radius bears: N89°43'42"E) a distance of 136.71 feet through a central angle of 22°22'36" Chord: S11°27'36"E 135.84 feet; thence S22°51'25"E 346.40 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 350.00 feet (radius bears: S67°12'33"W) a distance of 288.89 feet through a central angle of 47°17'32" Chord: S00°51'19"W 280.76 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 500.00 feet a distance of 218.82 feet through a central angle of 25°04'29" Chord: S11°57'51"W 217.08 feet; thence S00°34'24"E 722.70 feet; thence S89°53'52"W 392.65 feet; thence N00°17'36"W 1.69 feet; thence S89°36'16"W 2,563.53 feet; thence S00°17'36"E 1,401.61 feet; thence S89°46'36"E 321.71 feet to the Section line; thence along said Section line S00°22'19"E 431.31 feet; thence S89°37'27"W 555.81 feet; thence S00°23'00"E 49.77 feet; thence S89°37'28"W 143.00 feet; thence S00°26'37"E 98.11 feet; thence Southerly along the arc of a non-tangent curve to the right having a radius of 794.00 feet (radius bears: N89°59'20"W) a distance of 369.21 feet through a central angle of 26°38'32" Chord: S13°19'57"W 365.89 feet; thence S26°39'13"W 6.84 feet; thence Southwesterly along the arc of a non-tangent curve to the right having a radius of 1,694.00 feet (radius bears: N63°20'48"W) a distance of 496.30 feet through a central angle of 16°47'11" Chord: S35°02'48"W 494.53 feet; thence S43°26'24"W 209.90 feet; thence S46°33'36"E 143.00 feet; thence S43°26'22"W 29.88 feet; thence S46°33'36"E 196.36 feet; thence along the arc of a curve to the left with a radius of 431.00 feet a distance of 329.58 feet through a central angle of 43°48'49" Chord: S68°28'00"E 321.61 feet; thence N89°37'35"E 697.80 feet to the Section line; thence along said Section line S00°22'25"E 796.81 feet; thence S89°37'09"W 41.78 feet; thence N00°22'25"W 79.33 feet; thence S89°37'35"W 124.77 feet; thence N00°22'25"W 30.72 feet; thence S89°37'35"W 440.00 feet; thence S00°22'25"E 1,119.61 feet; thence S89°40'06"W 184.22 feet; thence S89°43'29"W 427.22 feet; thence S89°33'47"W 60.00 feet; thence S89°42'26"W 288.00 feet; thence South 105.00 feet; thence S89°42'26"W 55.34 feet; thence S00°04'10"E 145.10 feet; thence S07°43'40"W 125.22 feet;

residentialspecialdistrict BOUNDARY

LEGAL DESCRIPTION CONT.

thence S00°16'25"E 1,144.62 feet; thence S89°54'25"E 180.74 feet; thence N53°05'55"E 63.06 feet; thence S36°54'07"E 250.00 feet; thence N53°05'55"E 73.00 feet; thence S36°54'05"E 12.00 feet; thence N53°05'55"E 303.53 feet; thence N76°19'54"E 96.83 feet; thence East 793.74 feet; thence S00°14'38"E 1,505.22 feet; thence S89°43'06"W 1,941.63 feet; thence S00°13'56"E 1,874.98 feet; thence S89°45'15"W 1,966.91 feet; thence N00°16'28"W 1,873.79 feet; thence S89°43'06"W 281.90 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 1,482.00 feet (radius bears: S53°27'59"W) a distance of 799.30 feet through a central angle of 30°54'06" Chord: N51°59'04"W 789.64 feet; thence N67°19'48"W 458.27 feet to the Section line; thence N00°17'29"W 1,973.50 feet to the Southwest Corner of Section 8; thence N00°21'40"W 2,641.98 feet to the West Quarter Corner of Section 8; thence N00°21'37"W 2,642.10 feet to the Northwest Corner of Section 8; thence N00°17'49"W 2,631.28 feet to the point of beginning.

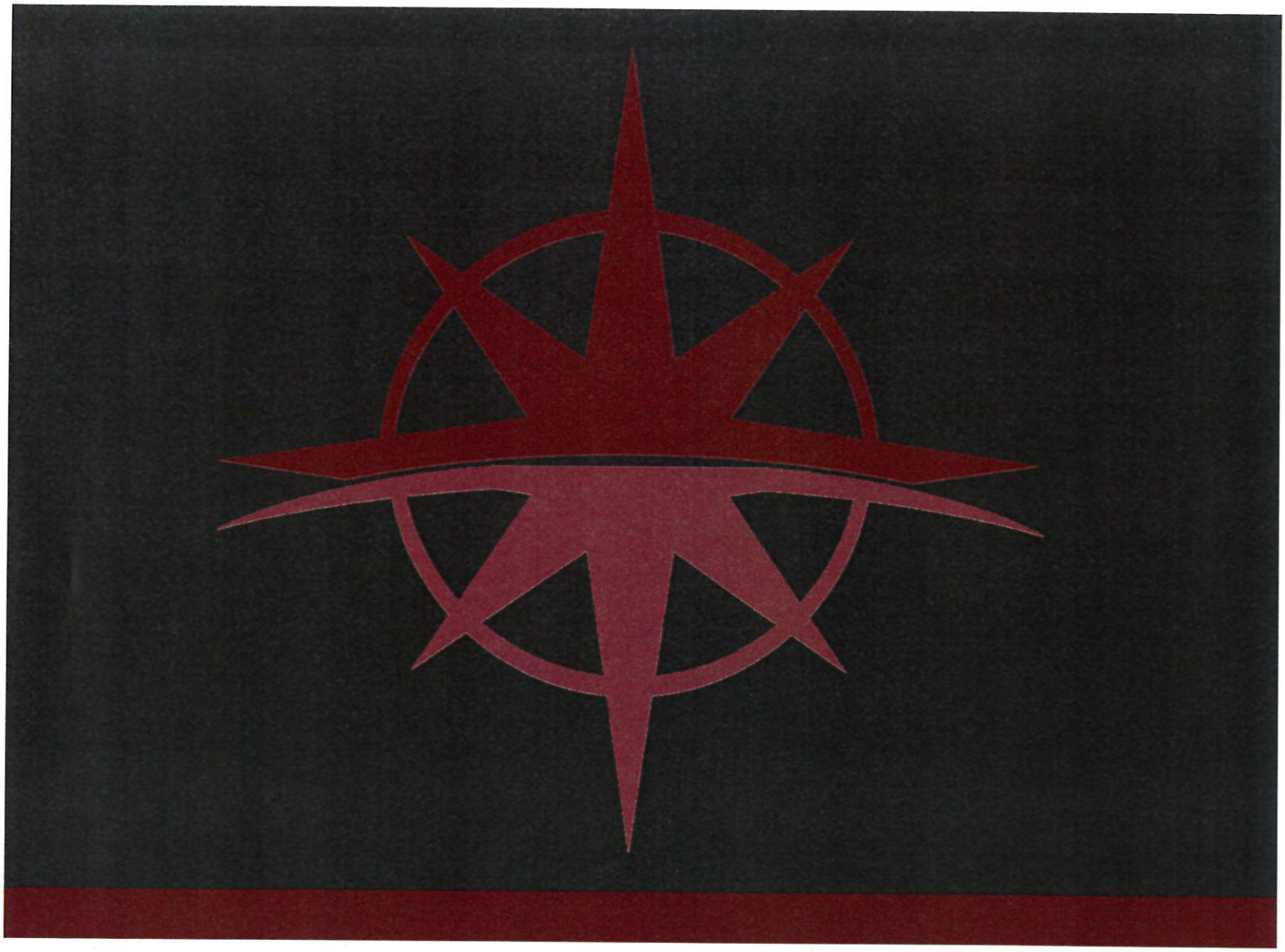


Exhibit C

Staff Report

STAFF REPORT
April 3, 2025

To: Tooele City Planning Commission
Business Date: April 9, 2025

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: **Compass Point RSD – Zoning Map Amendment Request**

Application No.:	2025001
Applicant:	Lynsi Neve, representing Perry Homes
Project Location:	Approximately 3090 N SR-36
Zoning:	R1-7 Residential Zone
Acreage:	1,227 Acres (Approximately 53,448,120 ft^2)
Request:	Request for approval of a Zoning Map Amendment in the R1-7 Residential zone to re-assign the zoning to the Compass Point RSD zoning district and to adopt the Compass Point RSD zoning ordinance.

BACKGROUND

Perry Homes has submitted this application to create the Compass Point RSD (Residential Special District). The process to approve a RSD is almost identical to that of a standard Zoning Map Amendment except that the application also involves the adoption of a new zoning ordinance that will be applicable to only the area within the RSD zoning district. The property being considered for the RSD zoning occupies a large section of north west Tooele City extending north from approximately 1000 North to the Erda City / Tooele City boundary and from 1200 West to 400 West and Berra Boulevard. The proposed RSD will encompass all of the existing Overlake golf course and incorporate all of the remaining Perry properties currently undeveloped.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. There is also a small narrow section of the property that is currently zoned GC General Commercial. The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties to the west of the subject properties are zoned RD Research and Development, Industrial, LI Light Industrial, RR-5 Residential and are located in Erda City near the north west corner. Properties to the north are located within Erda City but there is also a section at the north east corner that is zoned RR-5 Residential. To the east properties are zoned MR-20 Multi-Family Residential, GC General Commercial, R1-10 Residential, R1-8 Residential and P Overlake. To the south properties are zoned R1-7 Residential and NC Neighborhood Commercial. The zoning types surrounding the proposed Compass Point RSD are numerous. Mapping pertinent to the subject request can be found in Exhibit "A" to this report.

The Residential Special District. Tooele City Code 7-14b; RSD Residential Special Districts authorizes a developer to essentially write their own zoning code for a specific development. This is a tool that Tooele City

has held in its tool box for a number of years but has never had any developer utilize this tool. Until now. Perry Homes has submitted an application for the Compass Point development that consists of 1,227 acres and will involve the development of approximately 3,300 residential units, according to the number of units permitted to Perry Homes by the Overlake lawsuit settlement agreement.

The purpose of a RSD is provide a developer with the ability to have flexibility in designing their development in a manner that the standard zoning code cannot do. In an RSD the developer can write a new code that sets new standards for anything that is desired above and beyond that of the standard zoning code. An RSD can set new standards for land uses, mixing specific land uses, unit types, architectural standards, building setbacks, lot sizes, open space, landscaping requirements, roads and so forth. The RSD is intended to allow developers to flex their creative muscles and design a project that will be favorable to new residents and encourage existing residents to stay in the area.

To qualify for a RSD a developer must first meet minimum size criteria. The minimum size of an RSD shall be 20 acres and the applicant easily surpasses that requirement. Staff have been working closely with Perry Homes to put together an RSD that provides the developer with the flexibility and creativity they need to build a development that satisfies current housing trends and needs but also maintains Tooele City's interests in roads for necessary emergency vehicle access, snow plows, automobile parking and so forth.

The Compass Point RSD document itself provides all the details of the project area and is a fairly easy read. Contained within the document itself are the following elements that will be unique to this development:

1. Development standards such as building setbacks, lot widths, lot frontages and building height.
2. Unit types. The applicant is proposing a wide variety of housing types and configurations within and throughout the development. Many of these unit types will be mixed into what the applicant is referring to as "villages".
3. A list of permitted and conditional uses. The list is fairly similar to Tooele City's residential land use list and where this list is silent on uses, the use is prohibited. The RSD also defers to Tooele City code for definitions of the uses contained in the list.
4. Design Standards. Architectural design of all unit types will be defined within the RSD. State law prohibits the use of design standards for single-family residential, however, town houses are subject to design standards. The RSD is written in such a way that full design flexibility will be available to the developer / builder to produce a product that is economically viable and desired by potential buyers.
5. Accessory Dwelling Units (ADUs) are permitted within the RSD.
6. Parking Standards. Parking standards are similar to that already required by Tooele City codes, other than unique regulations regarding parking adjacent to public and private streets.
7. Street lighting standards.
8. Street designations. The proposed RSD will address both public street and private street standards. All streets within the development will still be subject to all applicable fire codes and state standards for public streets.
9. Landscaping standards. Standards will include specifications on ground cover materials, irrigation systems, street trees and park strip landscaping.
10. Fencing standards. The RSD will permit a wide variety of fences including masonry, vinyl, wood, wrought iron and others.
11. Trails and open space. The development will include approximately 50 acres of open space including an area large enough to be utilized as a regional park. There are also trails proposed throughout the development that will run parallel to the main roads but will include a landscape separation.
12. Public and Private street cross-sections. Streets will need to meet minimum fire codes, state codes and City standards for maintenance vehicles, emergency vehicles, etc.

13. Approval Matrix. The RSD cannot supersede state law regarding how subdivision plats are approved in the development. Therefore the RSD designates the Planning Commission as the approval authority for all Preliminary Subdivision Plans and staff as approval authority for all Minor Subdivisions and Final Subdivision Plats.
14. Culinary Water, Storm Drain and Sewer Utilities. These are included within the RSD for information purposes only. As each development "village" comes forward for approval these utilities will be reviewed and addressed in greater detail than they are presented in the RSD and designed according to the specific needs generated by the proposed "villages".

State Law, Building Codes & Fire Codes. The RSD itself cannot supersede state law, fire codes, building codes, etc. and staff have gone to great lengths to ensure that the proposed RSD does not violate those laws and essential codes.

Overall Density. When considering 3,300 units against 1,227 acres the net density of the entire Compass Point Development will be slightly greater than 2 units per acre. This proposed density is well within density limitations of the Medium Density Residential designation of the Tooele City Land Use Map.

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

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

The criteria for review and potential approval of a Zoning Map Amendment request is found in Section 7-14B-5 of the Tooele City Code. This section depicts the standard of review for such requests as:

(1) Standard of Review. The Planning Commission and City Council shall be under no obligation to approve an application for a Residential Special District. The Planning Commission and City Council shall be under no obligation to approve any single feature, element, or provision proposed within an application for an RSD. Every application for an RSD shall be considered independently of all other RSD applications according to its own merits, benefit to the City, and its compliance with the terms of this Chapter. The consideration, approval, or denial of an application for an RSD shall not be based on the process, decision, features, or aspects of any other application for an RSD. Each respective RSD shall be non-binding upon any other RSD both during the application and review process and through development and land use.

(2) Findings Required. The approval or denial of an application for a Residential Special District shall be based on at least the following findings:

(a) the proposed Residential Special District will result in the development of properties in a manner that is not reasonably feasible under the terms of zoning districts identified in Table 1 of Chapter 7-14;

(b) the proposed Residential Special District will result in the development of properties in a manner that will provide a substantial benefit to the City; and,

(c) the proposed Residential Special District will result in the development of properties in a manner that provides uses, configuration, and/or product types that are unique to the community or address a documented deficiency in the housing market.

REVIEWS

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

1. Staff have worked closely with the applicant through two rough drafts of this plan to ensure that the City is protected and that City standards for life, safety and welfare are upheld. This RSD is a zoning code. It does not supersede building code, fire code or City standards for utility and road design.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have not issued any recommendations for this RSD plan. However, they have been directly involved in the previous two reviews of this document and have made recommendations. The applicant has complied with those recommendations and the third draft, as presented to the Planning Commission should reflect those recommendations.

Tooele City Fire Department Review. The Tooele City Fire Department has not issued any recommendations for this RSD plan. However, they have been directly involved in the previous two reviews of this document and have made recommendations. The applicant has complied with those recommendations and the third draft, as presented to the Planning Commission should reflect those recommendations.

Tooele City Attorney Review. The Tooele City Attorney has been involved in the review of the RSD and has made recommendations.

Tooele City Parks Department Review. The Tooele City Parks and Recreation Director has been involved in the review of the RSD and has made recommendations.

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

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a Land Use Map

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

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

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

MODEL MOTIONS

Sample Motion for a Positive Recommendation – "I move we forward a positive recommendation to the City Council for the Compass Point RSD Zoning Map Amendment request by Lynsi Neve, representing Perry Homes to re-assign the zoning for approximately 1227 acres from R1-7 Residential and GC General Commercial to the Compass Point RSD zoning district, and to adopt the Compass Point RSD zoning ordinance, application number 2025001, based on the findings listed in the Staff Report dated April 3, 2025:"

1. List any additional findings and conditions…

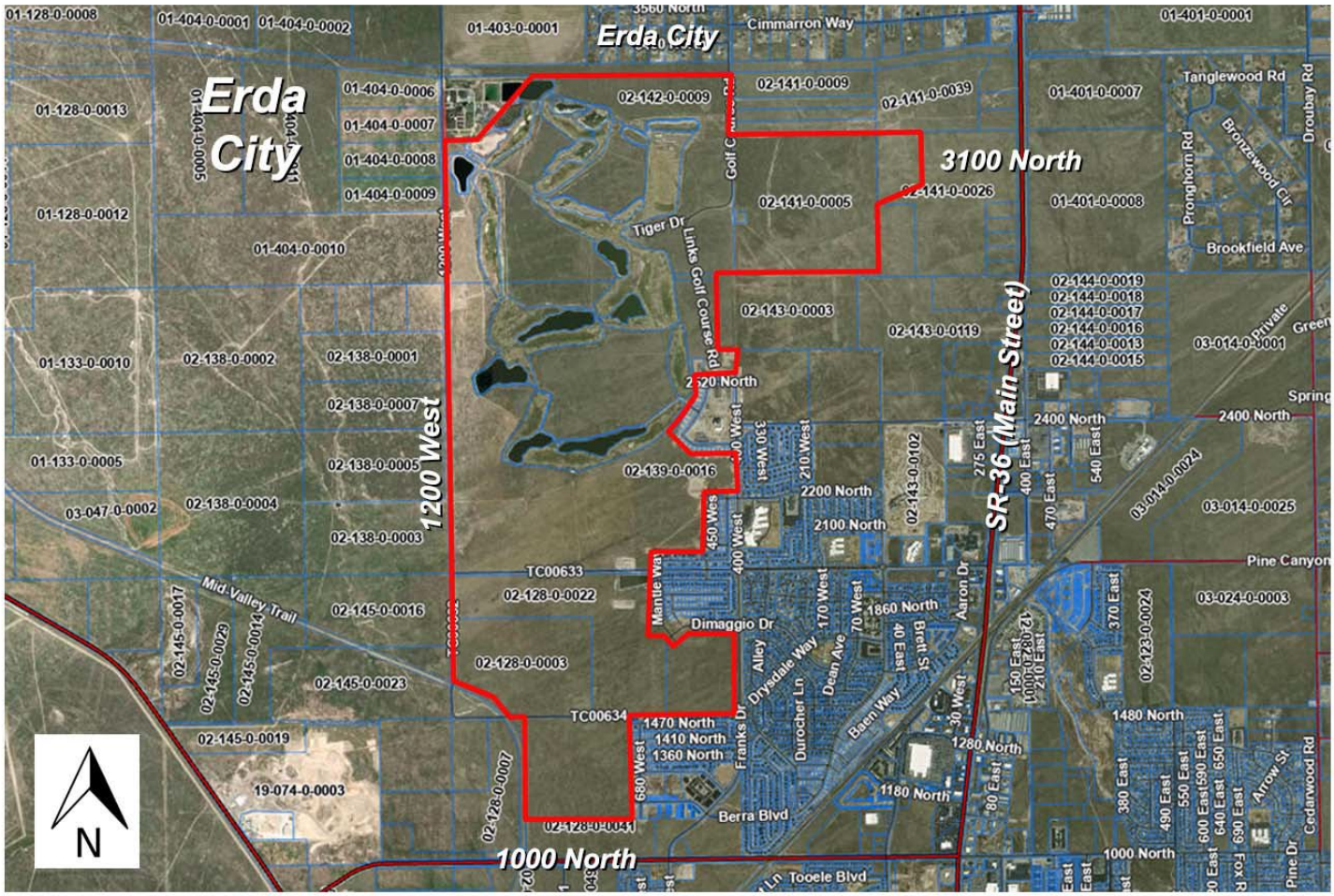
Sample Motion for a Negative Recommendation – "I move we forward a negative recommendation to the City Council for the Compass Point RSD Zoning Map Amendment request by Lynsi Neve, representing Perry Homes to re-assign the zoning for approximately 1227 acres from R1-7 Residential and GC General Commercial to the Compass Point RSD zoning district, and to adopt the Compass Point RSD zoning ordinance, application number 2025001, based on the following findings:"

1. List findings…

EXHIBIT A

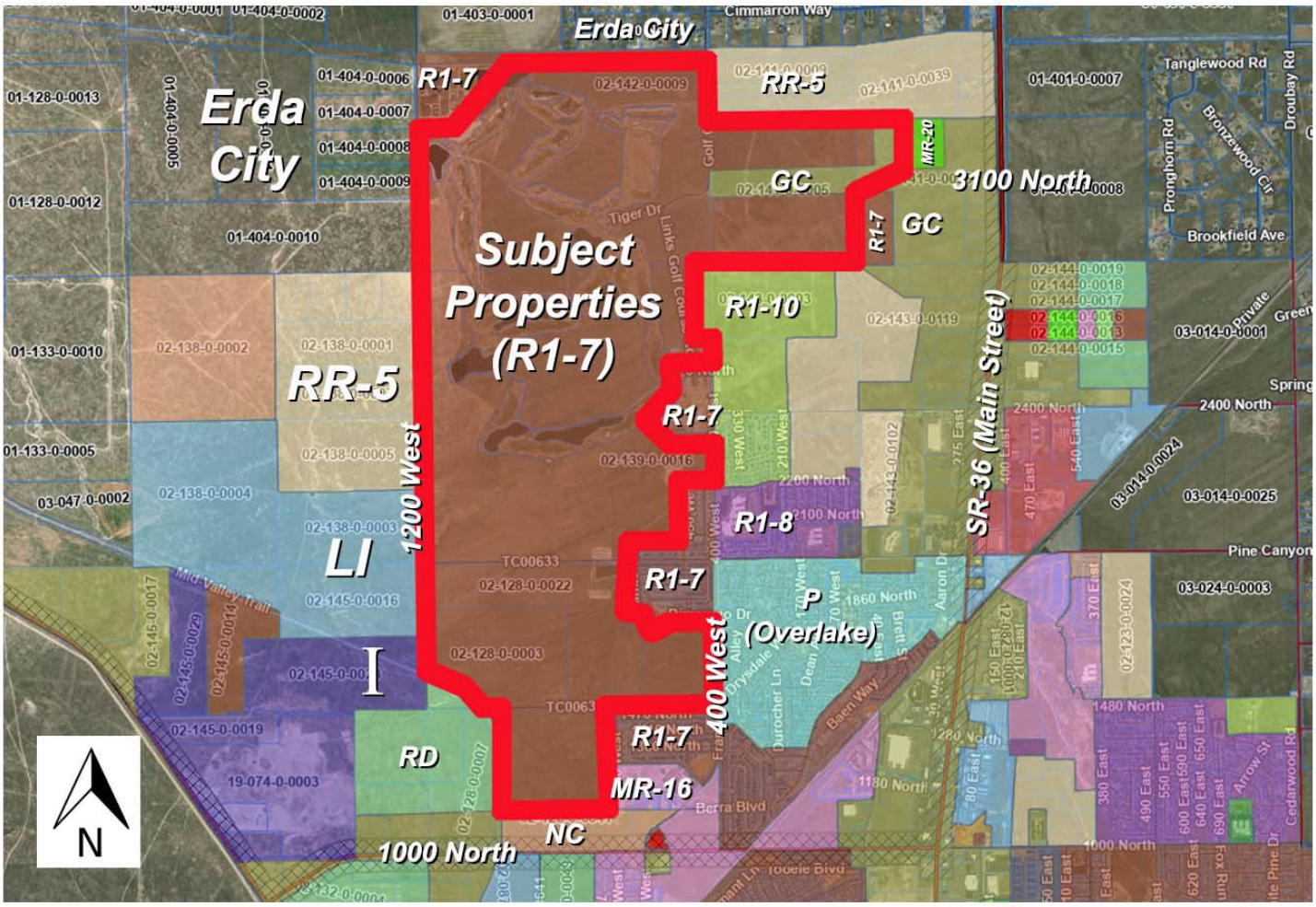
MAPPING PERTINENT TO THE COMPASS POINT RSD ZONING MAP AMENDMENT

Compass Point RSD Zoning Map Amendment



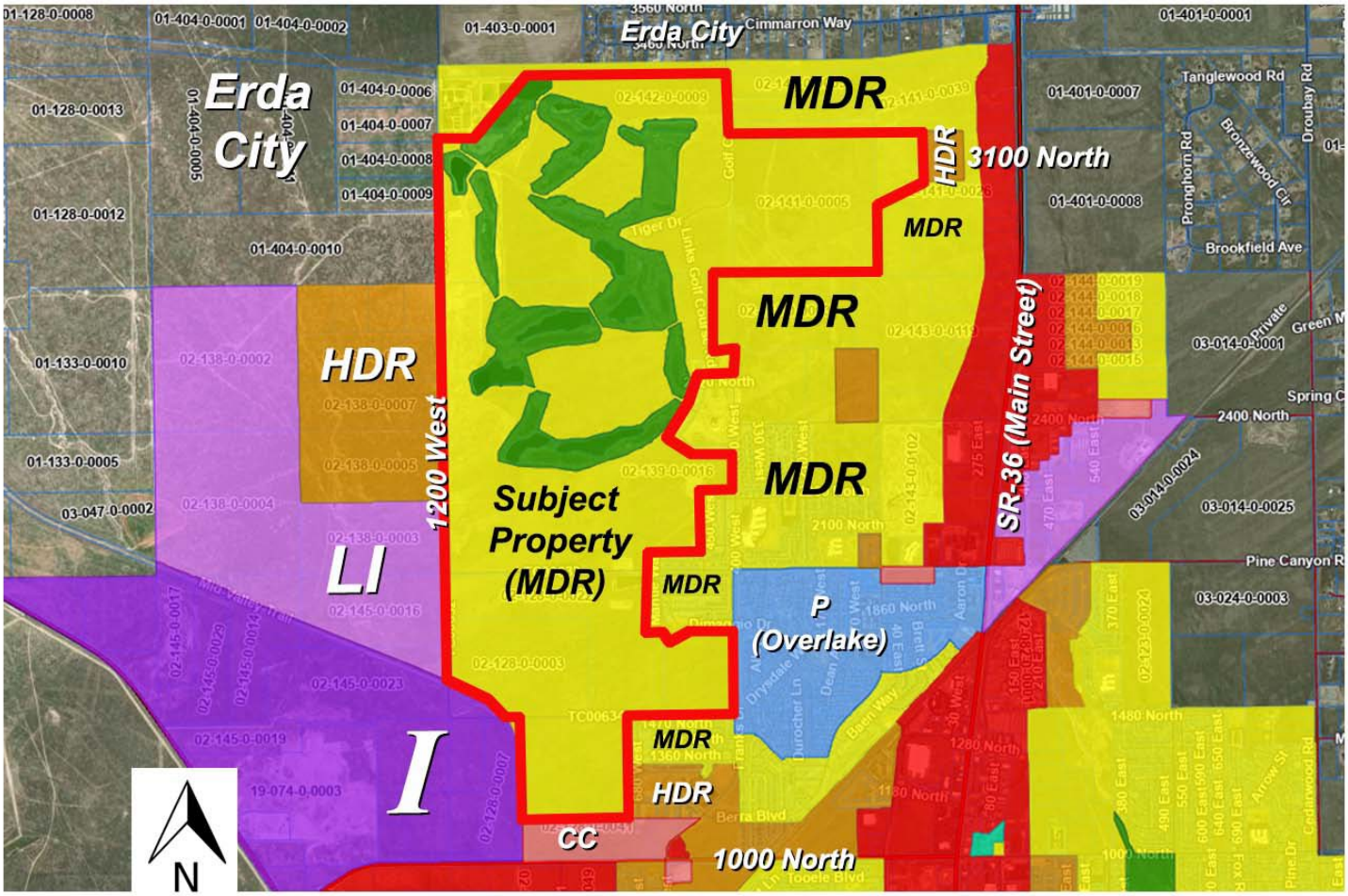
Aerial View

Compass Point RSD Zoning Map Amendment



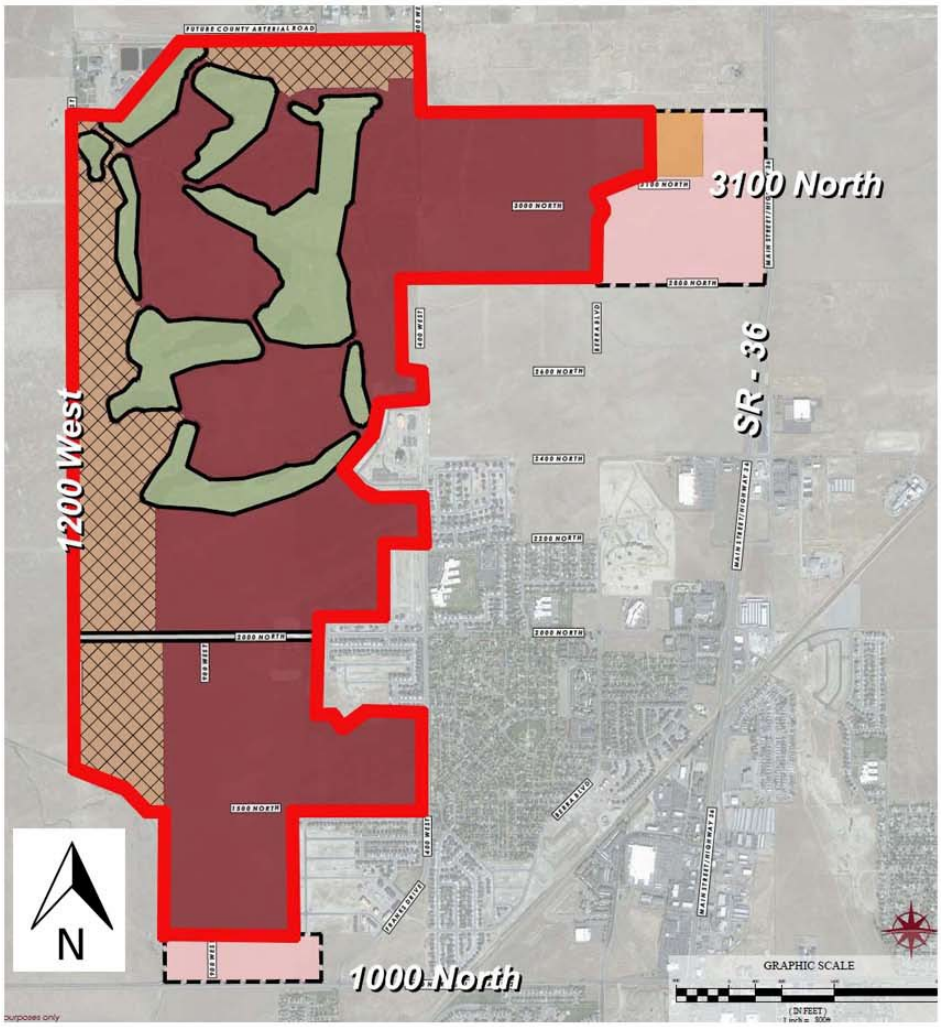
Current Zoning

Compass Point RSD Zoning Map Amendment



Current Land Use

Compass Point RSD Zoning Map Amendment



Proposed Zoning

EXHIBIT B

PROPOSED DEVELOPMENT PLANS & APPLICANT SUBMITTED INFORMATION

Residential Special District Application

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

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

Project Information

2025001

Date of Submission:	Applicant Name: Perry Homes - Lynsi Neve	
Address: 17 E. Winchester St. Suite 200, SLC, UT. 84107		
Phone: 801-264-8800	Alternate Phone: 385-223-0309	Email: lneve@perryhomesutah.com
Project Site Address: 3090 North State Road 36, Tooele, UT		

Brief Summary of Proposal:

Compass Point is a 1,227 acre residential development that is currently zoned R1-7. The project is allowed 3,600 units of which an approximate 281 lots have already been developed and another 312 units are planned for an apartment project. Leaving approximately 3,007 units for the Compass Point Residential Special District. We are requesting a re-zone to a Residential Special District zone in order to provide a master planned community with a variety of housing sizes and types that can be developed by integrating different housing products, a trails, open space and amenities plan for the community, and architectural design guidelines for the community. The development will create a community where residents can move-in and move-up, allowing residential housing for all stages of life and the ability to remain in the same community as residents create their home in the Compass Point and Tooele community.

Applicant Signature:

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

Note to Applicant:
Residential Special Districts are approved by ordinance. Any change to an approved Residential Special District requires an amendment by ordinance for which the procedures are established by city and state law. Since the procedures must be followed precisely, the time for amending Residential Special District may vary from as little as 2½ months to 6 months or more depending on the size and complexity of the desired amendments and the timing.

For Office Use Only 2250004

Received By:	Date Received:	Fees:	~~App. #:~~
JESS	11/3/2025	$16,000.00	RCT. 714741

Exhibit D

Planning Commission Minutes

TOOELE CITY CORPORATION

RESOLUTION 2025-24

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

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

WHEREAS, the City Council convened a duly-noticed public hearing on May 7, 2025, pursuant to the requirements of U.C.A. §§10-6-113-114:

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

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

Passed this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

Fiscal Approval: _____
Shannon Wimmer, Director of Finance

Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION

BUDGET AMENDMENTS

FISCAL YEAR ENDING 06/30/2024

05/01/25
3:25 PM

	ACCT NUMBER			ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	
				ADMINISTRATION				
25	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(21,920)	(3,500)	(25,420)	Mayor's Golf Tournament Scholarships
	10	4131	542000	SCHOLARSHIPS	14,000	3,500	17,500	
				WATER				
26	51	3890	510	APPROPRIATION RETAINED EARNINGS	(860,147)	(167,500)	(1,027,647)	Need additional meters, touch pads,
	51	5120	742510	WATER METERS	400,000	167,500	567,500	reducers, large meters for commercial
				CEMETERY				
27	10	3890	000	APPRORIATION FROM FUND BALANCE	(826,631)	(43,632)	(870,263)	
	10	4590	272000	GROUNDS OPERATION & MAINTENANCE	20,000	43,632	63,632	Contract for mowing at Cemetery
				LIBRARY				
28	10	3340	107	UTAH STATE LIBRARY GRANTS	(10,237)	(8,532)	(18,769)	
	10	4580	271000	BUILDING OPERATION & MAINTENANCE	40,237	8,532	48,769	CLEF grant funds for library
				POLICE				
29	10	3312	124	ESHARE DEA DAG FUNDS	0	(17,553)	(17,553)	
	10	4211	486029	ESHARE DEA DAG FUNDS	0	17,553	17,553	Record DEA Eshare Grant funds
				MUSEUM				
30	10	3340	127	UTAH STATE MUSEUM GRANTS	0	(5,000)	(5,000)	
	10	4564	486082	GRANTS - MUSEUM	0	5,000	5,000	Record Museum Assisted Collections Grant
				POLICE				
31	10	3340	123	STATE ALCOHOL & DRUG FREE GRANT	0	(16,400)	(16,400)	
	10	4211	610000	MISCELLANEOUS EQUIPMENT	66,800	16,400	83,200	Record Alcohol & Drug Free Grant
				SEWER				
32	52	3890	520	APPROPRIATION - RETAINED EARNINGS	(1,300,000)	(100,000)	(1,400,000)	
	52	5200	252000	OPERATION & MAINTENANCE	600,000	100,000	700,000	Increase in Operation & Maintenance
				GOLF				
33	10	3471	105	GOLF RESALE & CONCESSIONS	(140,000)	(45,000)	(185,000)	
	10	4565	482013	RESALE & CONCESSIONS	75,000	45,000	120,000	Increase for resale at the golf course
				PARK IMPACT CAPITAL PROJECTS				
34	40	3890	001	APPROPRIATION - PARK USE	(1,185,000)	(50,000)	(1,235,000)	
	40	4512	732019	BLVD BIKE PARK	0	50,000	50,000	Design of Blvd Bike Parks
				LIBRARY				
35	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(25,420)	(4,215)	(29,635)	Friends of the Library donation for reading
	10	4580	483008	LIBRARY PROGRAMS	11,500	4,215	15,715	program
				1000 N CRA				
36	74	3110	000	CURRENT YEAR PROPERTY TAX	0	(92,735)	(92,735)	
	74	4621	485003	PROPERTY TAX REFUNDS/PRIVATE	0	88,100	88,100	1000 N CRA Area Increment Received
	74	4621	551000	ADMIN/ACCTG FEES (10 FUND)	0	4,635	4,635	
				MUSEUM				
37	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(29,635)	(14,819)	(44,454)	
	10	4564	252000	OPERATION & MAINTENANCE	4,000	14,819	18,819	Museum donations to be spent on projects
				FIRE				
38	10	3890	000	APPRORIATION FROM FUND BALANCE	(870,263)	(7,000)	(877,263)	
	10	4222	281000	ROCKY MOUNTAIN POWER	4,500	7,000	11,500	Increased utility costs for new station

FIRE

39	10	3890	000	APPRORIATION FROM FUND BALANCE	(877,263)	(12,500)	(889,763)	
	10	4222	282000	NATURAL GAS	9,500	12,500	22,000	Increased utility costs for new station

POLICE

40	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(44,454)	(16,350)	(60,804)	
	10	4211	481100	SHOP WITH A COP	0	16,350	16,350	Shop With a Cop expenses 2024

POLICE

41	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(60,804)	1,300	(59,504)	Transfer vending revenue from trust fund to
	10	4211	481010	VENDING	5,000	1,300	6,300	expense account to cover costs

CAPITAL PROJECTS

42	41	3813	000	TRANSFER FROM GENERAL FUND	(1,200,000)	(1,500,000)	(2,700,000)	Transfer for captial projects & equipment
	41	4620	615000	SPECIAL PROJECTS	348,972	1,500,000	1,848,972	
	10	4810	911041	TRANSFER TO 41 FUND	1,200,000	1,500,000	2,700,000	
	10	3890	000	APPROPRIATION FROM FUND BALANCE	(889,763)	(1,500,000)	(2,389,763)	

AQUATIC CENTER

43	10	3890	000	APPROPRIATION FROM FUND BALANCE	(889,763)	(21,000)	(910,763)	
	10	4562	271000	BUILDING OPERATION & MAINTENANCE	55,000	21,000	76,000	Cleaning contract overage

PUBLIC WORKS

44	10	3890	000	APPROPRIATION FROM FUND BALANCE	(910,763)	(16,000)	(926,763)	Temporary employees to public works from
	10	4450	121000	TEMPORARY EMPLOYEES	0	16,000	16,000	water department

TOOELE CITY CORPORATION

RESOLUTION 2025-25

A RESOLUTION OF THE TOOELE CITY COUNCIL TENTATIVELY ADOPTING THE BUDGET OFFICER'S TENTATIVE BUDGET FOR TOOELE CITY FISCAL YEAR 2025-2026, AND ESTABLISHING THE TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER ITS ADOPTION.

WHEREAS, U.C.A. §10-6-111 requires that on or before the first regularly scheduled meeting of the governing body in May of each year, the budget officer (Tooele City Mayor) shall prepare for the ensuing year, and file with the governing body (City Council) a tentative budget for each fund for which a budget is required; and,

WHEREAS, the Mayor has filed the tentative budget for Fiscal Year 2025-2026 with the City Council along with the required budget message; and,

WHEREAS, the tentative budget sets forth the actual revenues and expenditures in the last completed fiscal year, the estimated total revenues and expenditures for the current fiscal year, and the Mayor's estimates of revenues and expenditures for the budget year (the upcoming fiscal year); and,

WHEREAS, the City Council has reviewed and considered the tentative budget and desires to tentatively adopt the same and to establish the time and place of a public hearing to consider its final adoption:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the tentative budget for each fund for the ensuing fiscal year, 2025-2026, is hereby tentatively adopted.

IT IS FURTHER RESOLVED that a public hearing to consider the final adoption of the Tooele City budget for 2025-2026 shall be held on the 18 day of June, 2025, at 7:00 p.m., at Tooele City Council Chambers located at 90 North Main Street, Tooele, Utah.

The City Recorder shall cause notice of a public hearing to consider its adoption to be published at least seven (7) days prior to the hearing 1) posted in three public places within the City, 2) on the Utah Public Notice Website, and 3) and on the home page of the Tooele City website, either in full or as a link, as required by U.C.A. §10-6-113.

The City Recorder shall cause the tentative budget approved hereby to be available for public inspection at least ten (10) days before the adoption of the final budget, as required by U.C.A. §10-6-112.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-26

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH XCEL GENERAL CONTRACTING FOR THE DEMOLITION AND REMOVAL OF A CITY-OWNED BUILDING AT 126 NORTH BROADWAY.

WHEREAS, by way of that certain Administrative Settlement Agreement between Tooele City and the U.S. Environmental Protection Agency (and others), signed by the City on September 30, 2024, and by EPA on October 28, 2024, the City acquired several parcels on Broadway Avenue for redevelopment purposes, including a burned-out building on 126 North Broadway, which building needs to be safely and legally demolished to allow for redevelopment of the area to move forward; and,

WHEREAS, the City's environmental consultant, Terracon, recommended XCEL General Contracting, a state-approved contractor, for the building demolition and removal services; and,

WHEREAS, Terracon's and XCEL's inspections of the building showed a lack of asbestos requiring specialized abatement and disposal; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, compliance with the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures is not required because XCEL is a state-approved contractor; and,

WHEREAS, XCEL has submitted a cost proposal for demolition and removal in the amount of $39,560.04 (see Exhibit A); and,

WHEREAS, demolition and removal of the buildings at 126 North Broadway is in the City's best interest as part of the City's redevelopment efforts for the area:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with XCEL General Contracting is hereby approved and ratified.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

XCEL General Contracting Agreement and Scope of Work

TOOELE CITY CORPORATION

RESOLUTION 2025-28

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CACHE VALLEY ELECTRIC COMPANY FOR THE INSTALLATION OF A TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF 2000 NORTH STREET AND AARON DRIVE.

WHEREAS, the intersection of 2000 North Street and Aaron Drive warrants a traffic signal, according to Utah Department of Transportation signal warrant standards, and the City desires to have the signal improvements ("Project") designed and constructed; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (see also TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City solicited a cost proposal from Cache Valley Electric Company, which submitted a cost proposal of $167,850.69 for the Project; and,

WHEREAS, compliance with the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures for the Project is not required because Cache Valley is a state-approved traffic signal installation contractor; and,

WHEREAS, the City desires to enter into an agreement (Exhibit A) with Cache Valley for the Project; and,

WHEREAS, Cache Valley will complete the Project, to Tooele City and UDOT standards, for the sum of $167,850.69:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (see Exhibit A) with Cache Valley Electric Company, for traffic signal installation at the intersection of 2000 North Street and Aaron Drive, is hereby approved in the amount of $167,850.69.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Cache Valley Electric Company Agreement

Tooele City
Est. 1853

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Cache Valley Electric Company** of **1338 S. Gustin Rd. Salt Lake City, Utah 84104**, a corporation, (hereinafter "Contractor") enter into this Agreement on the **12th day of May, 2025** (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See attached Proposal/Contract for the 2000 North and Aaron Drive Traffic Signal Installation – Attachment 1

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$167,850.69** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **August 31, 2025**.

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

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
   c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an

exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.

f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

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

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

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

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature
Print Name/Title:_____

(Revised 10/25/2024)

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

CACHE VALLEY ELECTRIC

Signal & Utility Division
1338 S. Gustin Rd.
Salt Lake City UT 84104
(801) 908-6666

Proposal / Contract

Date: 4/3/2025

To: Jamie Grandpre (Tooele City)

Project: Tooele City 2000 North & Aaron Dr.

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Proposal:

Item #	Description	Qty	Unit Price	Total
xxx	Traffic Signal System 2000 N & Aaron Dr	1	LS	$167,850.69
			Total:	**$167,850.69**

Clarifications:

- Total cost above based on units provided in the new drawings. See estimated quantities below.
- Billing will be based on actual quantities.
- Striping and roadway pavement removal will be based on subcontractor invoice and actual quantities plus markup.
- RMP Fees, Permits, bond and survey are excluded.
- Utility fees are also excluded.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.
THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

Cache Valley Electric By: Mike Maero 801-870-4925	The undersigned hereby accepts this proposal including all terms and conditions thereof: Accepted by:
Date: April 3, 2025	Company Name:
If this bid is accepted, please sign and return.	Title:
	Date:

State of Utah DOT Contract # 239602; Install, Upgrade & Repair

Project Description:	
Date Accepted:	
Date of NTP:	
Date Work Started:	
Date Completed:	
Date Billed:	
CVE Job #:	19960
CVE Phase #:	2000 N Aaron Dr Tooele City
UDOT Ref.	**Dan Snell**

CACHE VALLEY ELECTRIC

2023 Itemized Price List

				Bid Total:	$167,850.69	Final Total:	$0.00	
Item #	DESCRIPTION	Unit	Unit Price	Bid Quantity	Bid Total	Final Quantity	Final Total	M&P
3	Mobilization for Installation, Upgrade, or Repair - Tooele, Summit, Wasatch, Utah Counties	Lump	$1,100.00	1.00	$1,100.00		$0.00	Paid as defined in Attachment B, "Preparatory work and operations necessary for moving personnel, equipment, supplies, and incidentals to the project site prior to beginning work."
19	Maintain TC Shoulder Closure	Each	$100.00	25.00	$2,500.00		$0.00	Excludes short-duration closures (less than 60 min.)
20	Maintain TC Single Lane Closure	Each	$100.00	10.00	$1,000.00		$0.00	Each change in location of on-site Traffic Control setup will count as one "Maintain" item.
27	Remove Concrete Sidewalk	Sq Ft	$7.00	430.00	$3,010.00		$0.00	These items include all cutting, jacking, equipment, labor, and transport/disposal and fees.
28	Remove Concrete Curb & Gutter	Foot	$25.00	202.00	$5,050.00		$0.00	
61	Concrete Curb & Gutter (any type)	Foot	$50.00	170.00	$8,500.00		$0.00	
63	Plowable End Section	Each	$800.00	1.00	$800.00		$0.00	
65	Concrete Sidewalk	Sq Ft	$15.00	400.00	$6,000.00		$0.00	Includes untreated base course.
66	Pedestrian Access Ramp	Sq Ft	$16.00	500.00	$8,000.00		$0.00	Includes ALL work and materials to excavate and construct an ADA compliant ramp. Excludes Detectable Warning Surface, pavement removal, curb & gutter, and new sidewalk panels outside of ramp section. Area to be measured from top of the flares.
67	Detectable Warning Surface	Sq Ft	$36.00	88.00	$3,168.00		$0.00	Includes all labor and materials necessary for installing a new detectable warning panel.
81	Pothole for Utilities	Each	$420.00	25.00	$10,500.00		$0.00	This item may not be billed in conjunction with foundation excavation. Potholing for such is to be included in the foundation price.
83	Mast Arm Signal Pole Foundation - 3' x 12' - by Vacuum Truck	Each	$5,800.00	3.00	$17,400.00		$0.00	Includes installation of concrete foundation, anchor bolts, hardware to mount foundation to
85	Mast Arm Signal Pole Foundation - 3' x 14' - Vacuum Truck	Each	$6,400.00	1.00	$6,400.00		$0.00	base of pole, and associated potholing. 14' deep foundations require a brass cap showing
93	Traffic Signal/Ped Pole Foundation - 2' x 3'	Each	$750.00	1.00	$750.00		$0.00	
94	Size 6 Cabinet Foundation - Cast in Place	Each	$1,980.00	1.00	$1,980.00		$0.00	
98	2" Conduit - SDR11 HDPE	Foot	$3.70	2650.00	$9,805.00		$0.00	
99	3" Conduit - PVC	Foot	$6.84	55.00	$376.20		$0.00	
100	3" 90-degree sweep - PVC	Each	$55.00	1.00	$55.00		$0.00	
102	Pole Standoff Bracket	Each	$52.50	1.00	$52.50		$0.00	
106	Conduit trenched in Native Soil, 60" cover (Excluding conduit cost)	Foot	$17.00	440.00	$7,480.00		$0.00	
108	1 - 2 conduits bored (Excluding conduit cost)	Foot	$28.00	150.00	$4,200.00		$0.00	
110	5 - 6 conduits bored (Excluding conduit cost)	Foot	$40.00	300.00	$12,000.00		$0.00	
114	Type B Junction Box	Each	$2,500.00	3.00	$7,500.00		$0.00	These items include removal of existing boxes or excavation of native material, removal of
116	Type C Junction Box	Each	$3,200.00	1.00	$3,200.00		$0.00	pavement, etc. as required. Includes all items to meet UDOT standard - backfill, flowable
120	IMSA 20-1, 4 wire, AWG 14 gage	Foot	$1.75	570.00	$997.50		$0.00	
121	IMSA 20-1, 7 wire, AWG 14 gage	Foot	$2.30	1335.00	$3,070.50		$0.00	
123	Radar Detection Cable - Contractor Furnished	Foot	$2.30	315.00	$724.50		$0.00	Contractor cable must meet the same specs as Wavetronix cable; gauge, insulation, strain rating, coloration, etc. **This item does not apply to Radar Pigtail installation, which is part of the "Radar Sensor" item.
129	RHH-USE2-RHW2, 10 gage	Foot	$1.10	815.00	$896.50		$0.00	
131	Bare Copper Ground Wire, No. 6	Foot	$1.80	1500.00	$2,700.00		$0.00	
134	Power Source, Underground Service Pedestal - Contractor Furnished	Each	$5,360.00	1.00	$5,360.00		$0.00	Includes installation of foundation, concrete pad and coordination with Region signal crew and Utility Coordinator for inspection and cut over with local serving power company.
141	6 Strand Pre-terminated Drop Cable - Contractor Furnished (300 ft or less)	Each	$2,500.00	1.00	$2,500.00		$0.00	
142	6 Strand Pre-terminated Drop Cable - Contractor Furnished (per 100 ft added cable length)	Each	$230.00	3.00	$690.00		$0.00	Item used in addition to the 6 strand pre-terminated drop cable, up to 300'. Billed in 100' increments
145	Fusion Splice	Each	$62.00	6.00	$372.00		$0.00	Provide testing documentation per UDOT spec
150	Mast Arm Signal Pole (for all arm lengths) - State Furnished	Each	$485.00	4.00	$1,940.00		$0.00	
152	30 - 55 ft Mast Arm - State Furnished	Each	$781.00	3.00	$2,343.00		$0.00	
153	60 - 75 ft Mast Arm - State Furnished	Each	$983.00	1.00	$983.00		$0.00	
156	5.5', 11' or 15' Traffic Signal/Ped Pole - State Furnished	Each	$281.00	1.00	$281.00		$0.00	
157	Size 6 Cabinet - State Furnished	Each	$947.00	1.00	$947.00		$0.00	Includes removal of the old cabinet, transport and salvage to UDOT. Includes all wiring and labor to bring the signal back online.
164	Signal Head - State Furnished	Each	$500.00	8.00	$4,000.00		$0.00	This item includes assembly of bracket and signal head (attaching visors and back plate to housing and installing LED modules) and installation.

Item #	DESCRIPTION	Unit	Unit Price	Bid Quantity	Bid Total	Final Quantity	Final Total	M&P
175	Pedestrian Signal Clamshell Assembly	Each	$795.00	8.00	$6,360.00		$0.00	Fully operational assembly - includes LED countdown module. Includes removal of existing assembly if present.
179	Pedestrian Push Button Assembly & Sign	Each	$455.00	8.00	$3,640.00		$0.00	Includes removal of existing assembly if present.
181	Relocate Pedestrian Push Button Assembly & Sign	Each	$185.00	1.00	$185.00		$0.00	Item not billable in conjunction with any of the above ped-button items.
183	Mast Arm Mounted Sign (Medium Channel)	Sq Ft	$62.30	25.00	$1,557.50		$0.00	Includes mounting hardware.
189	Radar Detection Sensor - State Furnished	Each	$435.00	4.00	$1,740.00		$0.00	Includes installation of the mount, sensor, connectorized pigtail cable, splice box, pole-mount box (if applicable), installation of radar panel or Click 650, and aiming.
191	Vibration Mitigator - State Furnished	Each	$240.00	1.00	$240.00		$0.00	This item includes installation of device and mounting bracket on the end of the mast arm. No wiring or assembly is necessary.
207	20', 30', or 40' Signal Pole Luminaire Extension - State Furnished	Each	$300.00	2.00	$600.00		$0.00	
208	Single or Dual 10' Arm or 15' Arm, or Vertical Extension for Luminaire - State Furnished	Each	$162.00	2.00	$324.00		$0.00	
213	LED Luminaire - State Furnished	Each	$312.00	2.00	$624.00		$0.00	Includes Contractor-furnished wire in pole and fuse kits, removal of existing luminaire if present, and transport.
216	Pavement marking Removal and Placement	Actual Cost +15%	$0.00	430.00	$0.00		$0.00	Includes pavement marking removal (paint and thermoplastic) as outlined in project plans. Includes pavement marking (paint and thermoplastic) as outlined the project plans. Submit invoice from sub-contractor for payment.
221	Auxiliary Sign Type A	Sq Ft	$75.00	3.00	$225.00		$0.00	Type A-1 and A-2
225	Remove Sign Less than 20 sq ft	Each	$55.00	4.00	$220.00		$0.00	Includes removal of post, base, and foundation.
	Remove Pavement Marking Paint by Water Blasting	Foot	$3.00	345.00	$1,035.00		$0.00	
	Remove Pavement Message by Water Blasting	Each	$91.21	6.00	$547.26		$0.00	
	Pavement Marking Paint - 4" White or Yellow	Foot	$0.63	100.00	$63.00		$0.00	
	Pavement Marking Paint - 8" White	Foot	$0.73	100.00	$73.00		$0.00	
	Pavement Marking Paint - 12" White	Foot	$2.42	595.00	$1,439.90		$0.00	
	Pavement Message	Each	$38.37	9.00	$345.33		$0.00	

TOOELE CITY CORPORATION

RESOLUTION 2025-30

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SPEAKMAN'S CONCRETE SERVICE, LLC FOR THE REPAIR OF THE CITY SHOPS FOUNDATION.

WHEREAS, the City owns and operates a public works shops facility, whose foundation needs repair (the "Project"); and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.*, is not required for the Project because the Project cost does not reach the statutory cost threshold; and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, Speakman's Concrete Service, LLC ("Speakman") was the lowest responsive responsible bidder, with a bid of $158,187.65 (see bid results attached as Exhibit A); and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (see also TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City desires to enter into an agreement (Exhibit B) with Speakman for the Project:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Speakman's Concrete Service, LLC for repair of the public works shops facility foundation is hereby approved in the amount of $158,187.65.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Bid Results

2025 Shops Foundation Repair
BID TABULATION
Bid Opening - April 17, 2025

Item No.	Description	Estimated Quantity	Unit	Black Diamond Builders		Speakmans Concrete LLC		Christensen & Griffith Construction	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
1	Demolition and Disposal of Existing Asphalt, Concrete and Trench Materials Within the Exterior Building Perimeter, and the removal and Disposal of the Existing Chain Link Fence	1	LS	$5,656.25	$5,656.25	$50,255.80	$50,255.80	$29,000.00	$29,000.00
2	Furnish and Installation of the New 4" Thick Wall (Full Height)	240	LS	$104.22	$25,012.80	$201.37	$48,328.80	$65.00	$15,600.00
3	Furnish and Installation of the New 4" Thick Wall (14" Below Finish Concrete Apron Height)	70	LF	$34.74	$2,431.80	$95.00	$6,650.00	$100.00	$7,000.00
4	Furnish and Install 6" Thcik Reinforced Concrete Apron and 8" Base	648	SF	$9.87	$6,395.76	$13.64	$8,838.72	$65.00	$42,120.00
5	Furnish and Install 4" Concrete Landing and 4" Base	25	SF	$9.87	$246.75	$10.50	$262.50	$40.00	$1,000.00
6	Furnish and Install 4" Thick Asphalt Repair and 8" Base along West, South and East Side Improvements	1	LS	$7,200.00	$7,200.00	$4,796.03	$4,796.03	$22,530.00	$22,530.00
7	Furnish and Install Grout within Existing CMU Block	1,440	SF	$8.88	$12,787.20	$23.27	$33,508.80	$80.00	$115,200.00
8	Furnish and Install Concrete to Fill Void near Northwest Corner of the Shops	15	CY	$710.00	$10,650.00	$245.00	$3,675.00	$450.00	$6,750.00
9	Furnish and Install 6" Bollards, Concrete Filled and Painted	12	Each	$532.33	$6,387.96	$156.00	$1,872.00	$400.00	$4,800.00
			Bid Total		$76,768.52		$158,187.65		$244,000.00
			Comments	Bid is non-responsive. Contractor did not fullfill the bidding obligations.					

Exhibit B

Agreement

AGREEMENT
PUBLIC WORKS SHOPS BUILDING FOUNDATION WALL REPAIR

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and SPEAKMAN'S CONCRETE SERVICE, LLC of 222 East 500 North, Tooele, Utah 84074, a Limited Liability Corporation, (hereinafter "Contractor") enter into this Agreement on the _____ day of , 2025 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   The Contractor shall perform the exterior foundation repair of the entire perimeter of the Public Works Shops Building in accordance with Figure 1, and the memorandum and construction details as noted in the memorandum report prepared by JUB Engineers, dated May 30, 2024. The work shall also include the furnish and installation of concrete aprons and doorway landings, bollards, and related appurtenances.

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the **not to exceed** sum of **$158,187.65** for fully performing the Services, pursuant to invoice, and in accordance with Document 00 43 00 Bid Schedule.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **June 15, 2025**.

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

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or

negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.

f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

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

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

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

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

SPEAKMAN'S CONCRETE SERVICE, LLC

_____
Neal Speakman, Principal

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

(Revised 10/25/2024)

UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2025-34

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH STRONG EXCAVATION LLC FOR THE 700 SOUTH WATERLINE REPLACEMENT PROJECT.

WHEREAS, Tooele City finds it necessary to replace a waterline in 700 South Street ("Project"); and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of UCA §11-39-101 et seq., and in accordance with the notice and bidding procedures of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (see also TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, Strong Excavation LLC submitted a cost proposal of $1,135,688.32, which is the lowest responsible responsive bid for the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of $57,000 (about 5%) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Strong Excavation LLC is hereby approved, in the amount of $1,135,688.32, for completion of the Project; and,
2. an additional $57,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Results

2025 700 South Waterline Replacement Project
BID TABULATION
Bid Opening - April 17, 2025

Item No.	Description	Estimated Quantity	Unit	Strong Excavation & Construction		RDJ Construction		Silver Spur Construction		VanCon	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	$35,109.47	$35,109.47	$89,344.55	$89,344.55	$140,000.00	$140,000.00	$176,000.00	$176,000.00
2	Pothole Existing Utilities	1	L.S.	$10,187.38	$10,187.38	$9,558.47	$9,558.47	$8,436.00	$8,436.00	$45,000.00	$45,000.00
DEMOLITION											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	42,000	S.F.	$0.51	$21,420.00	$0.53	$22,260.00	$0.90	$37,800.00	$1.70	$71,400.00
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	40	L.F.	$11.33	$453.20	$79.65	$3,186.00	$16.75	$670.00	$16.00	$640.00
5	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	S.F.	$6.73	$403.80	$53.10	$3,186.00	$13.25	$795.00	$10.00	$600.00
ROADWAY											
6	Furnish and Install New 5" Asphalt Pavement and 10" Base	42,000	S.F.	$6.20	$260,400.00	$4.29	$180,180.00	$7.10	$298,200.00	$6.00	$252,000.00
7	Furnish and Install Type "A" Curb & Gutter and Base	40	L.F.	$41.14	$1,645.60	$126.26	$5,050.40	$64.25	$2,570.00	$85.00	$3,400.00
8	Furnish and Install 8" Concrete Waterway and Base	60	S.F.	$13.96	$837.60	$121.21	$7,272.60	$128.00	$7,680.00	$30.00	$1,800.00
9	Furnish and Install Concrete Collars for Water Valves, Handley Boxes and Roadway Monuments	24	Each	$750.00	$18,000.00	$757.58	$18,181.92	$780.00	$18,720.00	$900.00	$21,600.00
WATER SYSTEM											
10	Furnish and Install 8" Diameter Culinary Waterline	170	L.F.	$125.53	$21,340.10	$140.33	$23,856.10	$70.50	$11,985.00	$500.00	$85,000.00
11	Furnish and Install 16" Diameter Culinary Waterline	3,350	L.F.	$131.85	$441,697.50	$169.48	$567,758.00	$135.00	$452,250.00	$250.00	$837,500.00
12	Furnish and Install 8" Diameter Gate Valve	9	Each	$3,111.94	$28,007.46	$2,606.93	$23,462.37	$3,720.00	$33,480.00	$3,800.00	$34,200.00
13	Furnish and Install 16" Diameter Butterfly Valve	8	Each	$7,854.80	$62,838.40	$7,292.36	$58,338.88	$7,750.00	$62,000.00	$8,000.00	$64,000.00
14	Furnish and Install Handley Boxes, Complete	4	Each	$4,569.46	$18,277.84	$783.70	$3,134.80	$1,560.00	$6,240.00	$650.00	$2,600.00
15	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals	17	Each	$2,687.76	$45,691.92	$3,245.03	$55,165.51	$3,310.00	$56,270.00	$4,100.00	$69,700.00
16	Remove and Replace Existing Irrigation Water Service Laterals with New 2" Dia. Laterals	13	Each	$3,607.84	$46,901.92	$6,144.88	$79,883.44	$6,045.00	$78,585.00	$6,500.00	$84,500.00
17	Furnish and Install Waterline Loop(s) at 330 West and 700 South	1	L.S.	$25,783.79	$25,783.79	$14,273.03	$14,273.03	$14,715.00	$14,715.00	$17,500.00	$17,500.00
18	Furnish and Install Waterline Loop(s) at Pioneer and 700 South	1	L.S.	$25,251.02	$25,251.02	$14,911.28	$14,911.28	$14,715.00	$14,715.00	$18,000.00	$18,000.00
19	Furnish and Install 16" Diameter Connection to Existing Pipe	2	Each	$11,280.59	$22,561.18	$9,868.99	$19,737.98	$11,770.00	$23,540.00	$25,000.00	$50,000.00
20	Furnish and Install 8" Diameter (and Smaller) Connection to Existing Pipe	7	Each	$2,389.43	$16,726.01	$5,177.66	$36,243.62	$10,005.00	$70,035.00	$12,500.00	$87,500.00
21	Abandon Existing Water Valves	8	Each	$354.80	$2,838.40	$637.23	$5,097.84	$720.50	$5,764.00	$500.00	$4,000.00
22	Furnish and Install New Fire Hydrant Assembly, Complete	2	Each	$12,160.33	$24,320.66	$9,891.49	$19,782.98	$11,270.00	$22,540.00	$13,000.00	$26,000.00
23	Remove and Salvage Existing Fire Hydrant Assembly, Complete	1	Each	$4,995.07	$4,995.07	$3,823.38	$3,823.38	$2,335.00	$2,335.00	$5,000.00	$5,000.00
			Bid Total		$1,135,688.32		$1,263,689.15		$1,369,325.00		$1,957,940.00
			Comments								

2025 700 South Waterline Replacement Project
BID TABULATION
Bid Opening - April 17, 2025

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		England Construction		Beck Construction & Excavation			
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	$63,536.62	$63,536.62	$132,000.00	$132,000.00	$115,000.00	$115,000.00		
2	Pothole Existing Utilities	1	L.S.	$10,096.88	$10,096.88	$18,000.00	$18,000.00	$20,500.00	$20,500.00		
DEMOLITION											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	42,000	S.F.	$1.80	$75,600.00	$1.35	$56,700.00	$3.75	$157,500.00		
4	Demolition and Disposal of Existing Curb & Gutter and Subbase	40	L.F.	$9.45	$378.00	$25.00	$1,000.00	$13.00	$520.00		
5	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	S.F.	$8.68	$520.80	$20.00	$1,200.00	$4.25	$255.00		
ROADWAY											
6	Furnish and Install New 5" Asphalt Pavement and 10" Base	42,000	S.F.	$5.26	$220,920.00	$7.26	$304,920.00	$8.50	$357,000.00		
7	Furnish and Install Type "A" Curb & Gutter and Base	40	L.F.	$80.28	$3,211.20	$70.00	$2,800.00	$37.00	$1,480.00		
8	Furnish and Install 8" Concrete Waterway and Base	60	S.F.	$63.39	$3,803.40	$20.00	$1,200.00	$22.00	$1,320.00		
9	Furnish and Install Concrete Collars for Water Valves, Handley Boxes and Roadway Monuments	24	Each	$690.00	$16,560.00	$900.00	$21,600.00	$730.00	$17,520.00		
WATER SYSTEM											
10	Furnish and Install 8" Diameter Culinary Waterline	170	L.F.	$138.31	$23,512.70	$140.00	$23,800.00	$265.00	$45,050.00		
11	Furnish and Install 16" Diameter Culinary Waterline	3,350	L.F.	$155.75	$521,762.50	$155.00	$519,250.00	$183.00	$613,050.00		
12	Furnish and Install 8" Diameter Gate Valve	9	Each	$3,627.34	$32,646.06	$3,500.00	$31,500.00	$5,000.00	$45,000.00		
13	Furnish and Install 16" Diameter Butterfly Valve	8	Each	$9,217.70	$73,741.60	$6,700.00	$53,600.00	$11,000.00	$88,000.00		
14	Furnish and Install Handley Boxes, Complete	4	Each	$1,238.45	$4,953.80	$900.00	$3,600.00	$1,200.00	$4,800.00		
15	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals	17	Each	$4,570.24	$77,694.08	$5,000.00	$85,000.00	$5,200.00	$88,400.00		
16	Remove and Replace Existing Irrigation Water Service Laterals with New 2" Dia. Laterals	13	Each	$6,888.40	$89,549.20	$8,000.00	$104,000.00	$7,500.00	$97,500.00		
17	Furnish and Install Waterline Loop(s) at 330 West and 700 South	1	L.S.	$8,420.40	$8,420.40	$17,000.00	$17,000.00	$26,000.00	$26,000.00		
18	Furnish and Install Waterline Loop(s) at Pioneer and 700 South	1	L.S.	$8,420.40	$8,420.40	$17,000.00	$17,000.00	$26,000.00	$26,000.00		
19	Furnish and Install 16" Diameter Connection to Existing Pipe	2	Each	$7,050.72	$14,101.44	$8,000.00	$16,000.00	$8,750.00	$17,500.00		
20	Furnish and Install 8" Diameter (and Smaller) Connection to Existing Pipe	7	Each	$2,843.59	$19,905.13	$3,000.00	$21,000.00	$6,900.00	$48,300.00		
21	Abandon Existing Water Valves	8	Each	$560.94	$4,487.52	$400.00	$3,200.00	$750.00	$6,000.00		
22	Furnish and Install New Fire Hydrant Assembly, Complete	2	Each	$11,556.46	$23,112.92	$12,000.00	$24,000.00	$19,000.00	$38,000.00		
23	Remove and Salvage Existing Fire Hydrant Assembly, Complete	1	Each	$1,682.81	$1,682.81	$5,000.00	$5,000.00	$2,650.00	$2,650.00		
			Bid Total		$1,298,617.46		$1,463,370.00		$1,817,345.00		
			Comments			Total bid listed was $1,447,970.00					

EXHIBIT B

Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Strong Excavation LLC

B. Address: 1485 W. Hill Field Road #202, Layton, Utah 84041

C. Telephone number: (801) 931-9288

D. Facsimile number: _____

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

700 South Waterline Replacement
(Coleman to SR-36)

1.4 ENGINEER

A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [X] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: **One Million One Hundred Thirty Five Thousand Six Hundred Eighty Eight** Dollars and **Thirty Two** Cents (**$1,135,688.32**)

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. All Work shall be substantially completed within 90 days of the Notice to Proceed, and fully complete within 100 days from the Notice to Proceed.

2.3 **PUNCH LIST TIME**

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 **LIQUIDATED DAMAGES**

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion**:
Five Hundred dollars and 00 cents ($ 500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion**: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services**: No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree

that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

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

C. **Survey Monuments**: No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of ($500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR**: OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2025.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-32

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER NO. 1 WITH BROKEN ARROW CONSTRUCTION FOR ENGLAND ACRES PARK PHASE III.

WHEREAS, on October 16, 2024, the City Council approved Resolution 2024-84, approving an agreement with Broken Arrow for the construction and installation of parking lot and landscaping improvements in Phase III of England Acres Park (the "Phase III Project"); and,

WHEREAS, the City solicited public bids for construction of the Phase III Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, and the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, the City Administration has determined that installing stabilizing improvements including cobble or riprap in the Middle Canyon drainage within the Park would result in significant cost efficiencies, and recommends the approval of Change Order No. 1 for the Phase III Project with Broken Arrow, in the amount of $56,320 (see Change Order No. 1 attached as Exhibit A); and,

WHEREAS, Section VIII of the Tooele City Purchasing Policies and Procedures provides for the approval of change orders, as follows:

> VIII. CHANGE ORDERS. The City recognizes that change orders are a normal component of the procurement process...
>
> A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that: 1. The modification is related in some manner to the same or similar project approved in the contract, and 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.
>
> B. Change Order approval process: ... 2. Individual change orders $30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head...provided the change order is within the approved project budget.

WHEREAS, the Purchasing Policies and Procedures allow for Change Order No. 1 because the Mayor and Parks and Recreation Director have determined that the change order is related to the agreement for the Phase III Project, and the change order will maximize efficiency in Project completion and result in cost savings, including that Broken Arrow will provide the materials needed at the same unit prices as on another recent bid-compliant Tooele City project; and,

WHEREAS, City Council approval is required for all agreements and change orders in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 1 with Broken Arrow Construction, in the amount of $56,320, for the Phase III Project.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Broken Arrow Change Order No. 1 Cost Proposal

CHANGE ORDER REQUEST FORM

GENERAL CONTRACTOR

Broken Arrow Inc.
8960 Clinton Landing Road
Lakepoint, Utah 84074
Main Office: (801) 355-0527
Fax Number: (801) 252-7501

Project Manager: Sonny Smith
Contact Number: (435) 241-588

Date: April 18, 2025

TO:

Tooele City Corporation
90 North Main Street
Tooele, UT 84074

CHANGE DIRECTIVE NO. 1

Project:	England Acres Park North Expansion
JOB #:	BC2506
Address:	880 N. Seventh Street, Tooele, UT 84074
Start Date:	January 22, 2025
Finish Date:	TBD

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:		
1.	ADD - Provide & Place 8" Cobble Rock At Swale (1,760 TN x $32.00)	$ 56,320.00
	Total Amount:	**$ 56,320.00**

COST AND DURATION SUMMARY

Original Contract Amount:	$ 1,427,406.78	Summary of Orders	Amount	Contract Calendar Days	
Previous Change Order(s):	$ -	Change Order No. 1	$ 56,320.00	Revised Contract Calendar Days	
This Change Order:	$ 56,320.00	Change Order No. 2		Previous Finish Date	
Adjusted Contract Amount:	$ 1,483,726.78	Change Order No. 3		New Finish Date	
		Change Order No. 4			

CONTRACT SUMMARY:
Upon signature approval of this Change Order, the contract is hereby modified to include the changes specified herein, and this change order is hereby made a part of the titled contract. The work shall be performed and completed in accordance with the contract documents and the project schedule shall be adjusted as required to allow sufficient time to complete the additional work. Payment terms shall follow the contract agreement terms. This Change Order shall include labor and materials to complete the work as described. The terms and other provisions of the original agreement and/or purchase order which are not expressly changed above are to remain.

ACCEPTED BY:

Broken Arrow Inc. Date Project Owner Representative Date

TOOELE CITY CORPORATION

RESOLUTION 2025-33

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BLACK & MCDONALD FOR INSTALLATION OF LIGHTING ALONG THE DEVIL'S DITCH TRAIL AND THE ENGLAND ACRES PARK PERIMETER TRAIL.

WHEREAS, the City has completed a paved trail commonly referred to as the Devil's Ditch trail, and is under contract for the completion of England Acres Park, including a park perimeter trail, and desires to install lighting along the trails; and,

WHEREAS, the City has retained Black & McDonald as its ongoing street lighting installation and maintenance contractor (see Resolutions 2023-89 and 2016-36); and,

WHEREAS, the City desires to have Black & McDonald install the above-referenced trail lighting; and,

WHEREAS, the City considers Black & McDonald to provide a "continued specialty maintenance service," which under the Tooele City Purchasing Policies and Procedures is not required to be bid:

VII. CONTRACTS

H. EXCEPTIONS TO THE SOURCE SELECTION AND CONTRACT FORMATION

1. Upon approval of the Mayor, professional services including but not limited to: auditing, appraisals, architecture, banking, artistic design, engineering, legal and other consulting services, and continued specialty maintenance services (i.e. services at the wastewater treatment plant) may be awarded based on professional qualifications, service ability, cost of service, and other criteria.

WHEREAS, Black & McDonald will install the lighting at a cost of $298,009.50 (see the Agreement attached as Exhibit A); and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement with Black & McDonald for installation of the Devil's Ditch trail and England Acres Park perimeter trail lighting.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Black & McDonald Agreement

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and black & McDonald of 1106 S Legacy View St, Salt Lake City, UT 84104, enter into this Agreement on the **28** day of **April, 2025** (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City: Install trail lighting, wire, and conduit at England Acres Park and Devil's Ditch Trail, as follows:
   - Install nine Bollard Lights on concrete base 1st Phase
   - Conduit and wire approximately 650
   - Wire into building
   - Five Theft proof boxes
   - Install ten bollard lights on concrete base 2nd phase
   - Conduit and wire 750
   - Six Theft proof boxes
   - Provide site and project Foreman
   - Install 31 bollard lights on concrete base 3rd phase
   - Conduit and wire 3000
   - 15 Theft proof boxes
   - Wire into building
   - Owner will provide electrical connections on 520 East and on 490 East. All other connections will be made to existing electrical located at the existing East Pavilion and the Existing West Pavilion
   - Bid excludes: testing, Erosion control, dust control, construction water, surveying & staking fees& inspections, imported material, all street light bases and connection will be to SLC and NECA standard and will be connected by black & McDonald

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$298,009.50** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **October 31, 2025**.

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

6. Indemnification and Insurance.

a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

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

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

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

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

TOOELE CITY CORPORATION	CONTRACTOR
_____	_____
Debra E. Winn, Tooele City Mayor	Signature Print Name/Title:_____
Attest:	Approved as to form:
_____	_____
Michelle Y. Pitt, Tooele City Recorder	Roger Evans Baker, Tooele City Attorney

UTAH RETIREMENT SYSTEMS

Tooele City
Est. 1853

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2025-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN RAMP COMPANY FOR THE ENGINEERING AND DESIGN OF THE TOOELE BOULEVARD BIKE PARK PROJECT.

WHEREAS, the City desires to install a first-of-its-kind mountain bike and bicycle practice track and park ("Project") and will require engineering and design services ("Services") in order to develop a design for the Project; and,

WHEREAS, as an engineering design contract, the selection of an engineering design firm is exempt from City bidding requirements under Section VII.H. of the Tooele City Purchasing Policy and Procedures, nor is competitive bidding required by Utah statute; and,

WHEREAS, the City Administration recommends entering into an agreement with American Ramp Company for the Services related to the design of the Project, under the terms and conditions contained in the agreement attached as Exhibit A; and,

WHEREAS, the City Code requires all claims against the City over $30,000 to be approved by the City Council, and the agreement with American Ramp Company is in the amount of $49,000; and,

WHEREAS, the Services will be paid from the City's parks and recreation impact fee fund:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with American Ramp Company, for the Services related to the Project, is hereby approved, and that the Mayor is hereby authorized to sign for the City.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, Tooele City Attorney

Exhibit A

Engineering and Design Agreement

DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **American Ramp Company** of **601 McKinley, Joplin, MO 64801**, (hereinafter "Contractor") enter into this Agreement on the **7** day of **May, 2025** (the "Effective Date").
Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Design Services for Tooele Boulevard Bike Park, located at 700 W 650 N, Tooele, UT 84074
   - Meet with project team to review design objectives, budget, schedule, site confirmation and additional details needed
   - Review proposed site for opportunities, constraints, access locations, spectator viewing, drainage considerations, and supporting amenities as needed.
   - Owner will provide final park plot to contractor.
   - Develop preliminary concept and cost opinion.
   - Provide preliminary concept and cost opinion
   - Receive comments from project team for integration into refined concept.
   - Present final concept and cost estimate to project team for review and approval.
   - Provide final design deliverables upon final concept approval.
   - Site Evaluation Report
   - Final Concept digital plans
   - Construction Cost Estimate

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the sum of **$49,000.00** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits**.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **October 31, 2025**.

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

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $250,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy.

b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and its agents arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

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

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

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

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

CONTRACTOR

_____
Signature
Print Name/Title:_____

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

(Revised 06/27/2022)

SEAL

UTAH RETIREMENT SYSTEMS

Tooele City
Est. 1853

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2025-40

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER NO. 2 WITH BROKEN ARROW CONSTRUCTION FOR THE CONSTRUCTION OF OQUIRRH HILLS GOLF COURSE OVERFLOW PARKING LOT.

WHEREAS, Tooele City owns and operates the Oquirrh Hills Golf Course, and desires to construct a new overflow parking lot, in light of recent improvements to Droubay Road and removal of Tooele County's trailhead and associated dirt parking; and,

WHEREAS, on September 1, 2021, the City Council approved Resolution 2021-86, approving an agreement with Broken Arrow Construction ("Broken Arrow") to construct the parking lot for Phase II of England Acres Park ("Phase II Project"); and,

WHEREAS, the City solicited public bids for construction of the Phase II Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, and the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, on October 16, 2024, the City Council approved Resolution 2024-84, approving an agreement with Broken Arrow to construct the parking lot for Phase III of England Acres Park ("Phase III Project"); and,

WHEREAS, the City Administration sole-sourced the Phase III Project to Broken Arrow by way of a change order to the Phase II Project agreement with Broken Arrow, for several reasons: Broken Arrow was the lowest responsible responsive bidder for the Phase II Project; despite inflation, Broken Arrow offered to use the Phase II Project unit pricing for the Phase III Project; awarding the change order to Broken Arrow maintained the project consistency and standard received with the Phase II Project, both for the parking lot and irrigated landscaping; the City desired the same product standard for the Phase III Project; and,

WHEREAS, the City desires to construct an overflow parking lot at the Oquirrh Hills Golf Course ("Oquirrh Hills Project") of nearly identical design to the Phase III Project (e.g., 74 parking stalls), and desires to sole-source the Oquirrh Hills Project to Broken Arrow, as a Change Order No. 2 to the Phase III Project agreement, for several reasons:

- Broken Arrow was the lowest responsible responsive bidder for the Phase II Project.
- Despite inflation, Broken Arrow has offered to use the Phase II Project unit pricing, as it did for the Phase III Project, for the Oquirrh Hills Project.
- Approving the Broken Arrow change order for the Oquirrh Hills Project will maintain the project consistency and standard received with the Phase II Project and the Phase III Project.
- The City desires the same product standard for the Oquirrh Hills Project.
- The City has a fiscal urgency in completing the Oquirrh Hills Project due to Tooele County recreation grant funds that will must be expended before July 1, 2025.

- The City has a public safety urgency in completing the Oquirrh Hills Project due to the recent completion of Droubay Road improvements, and their impact on the current Oquirrh Hills dirt overflow parking lot, which is actually Tooele County's former trailhead parking lot, causing many Oquirrh Hills patrons to park on the street instead of in the overflow lot, and the Oquirrh Hills Project will mitigate this public safety circumstance.

WHEREAS, UCA Section 11-39-103 provides, in part, that "for a design-build project formulated by a local entity," the City shall select "a responsible bidder that: (A) offers design-build services; and (B) satisfies the local entity's criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a design-build project"; and,

WHEREAS, UCA Section 11-39-104 provides that the state bidding requirements do not apply to "the conduct or management of any of the departments...or property of the local entity"; and,

WHEREAS, Section VIII of the Tooele City Purchasing Policies and Procedures provides for the approval of change orders, as follows:

> VIII. CHANGE ORDERS. The City recognizes that change orders are a normal component of the procurement process...
>
> A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that: 1. The modification is related in some manner to the same or similar project approved in the contract, and 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.
>
> B. Change Order approval process: ... 2. Individual change orders $30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head...provided the change order is within the approved project budget.

WHEREAS, using Broken Arrow for the Oquirrh Hills Project will "maximize efficiency in completion of and cost savings to the City for the Project"; and,

WHEREAS, the Oquirrh Hills Project is nearly identical to the Phase III Project, each being a 74-stall parking lot of substantially similar design, and thus is related by being a "similar project"; and,

WHEREAS, Broken Arrow has submitted a change order cost proposal of $338,526.37 for the Phase III Project (see Exhibit A)

WHEREAS, a unit comparison is attached as Exhibit B; and,

WHEREAS, as an additional historical note, on May 7, 2025, the City Council

approved a Change Order No. 1 to the Phase III Project agreement, for Phase III Project improvements unrelated to the Oquirrh Hills Project:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 2 with Broken Arrow Construction, a change order to the Phase III Project agreement, in the amount of $338,526.37, for construction of the Oquirrh Hills Project.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

Broken Arrow Change Order Cost Proposal

BROKEN ARROW ESTIMATE
Tooele City - Oquirrh Hills Golf Course Parking Lot
04/30/2025

8960 Clinton Landing Road
Lake Point, UT, 84074

Tooele City Corporation
Paul Hansen
90 N. Main Street
Tooele, UT, 84074
(435) 843-2132
PaulH@tooelecity.gov

Estimator Contact Information:
Travis Loader
Office: 801-355-0527
Mobile: 435-840-4727
tloader@brokenarrowusa.com

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	$338,526.37	100.00%
Total Estimate	**$338,526.37**	**100.00%**

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Mobilization	1.00	LS	34,006.36	34,006.36
Remove & Dispose Existing Sidewalk	27.00	SF	8.54	230.69
Remove and Dispose Existing Curb & Gutter for East Drive Approach Entrance	54.00	LF	6.58	355.27
Sitework Cut/Fill Excavation and Placement of On-Site Material	1,194.00	CY	7.62	9,101.06
Furnish and Installation of Import A-1a Structural Fill Material	30.00	CY	21.07	632.00
Furnish and Install 30" Curb & Gutter Type A with Base	83.00	LF	53.55	4,444.57
Furnish and Install 24" Curb & Gutter Type E with Base	980.00	LF	40.07	39,270.82
Furnish and Install 6' Wide Sidewalk (6" Thick) with Base	944.00	SF	9.13	8,621.40
Furnish and Install 5' Wide Sidewalk (6" Thick) with Base	548.00	SF	9.13	5,004.80
Furnish and Install 3" Asphalt & 8" Road Base	31,405.00	SF	3.50	109,791.88
Furnish and Install 8" Thick Concrete Drive Aproach with Base	703.00	SF	10.73	7,544.41
Furnish and Install 8" Thick Concrete Waterway with Base	550.00	SF	18.21	10,013.70
Furnish and Install ADA Tactile Pad - Cast in Place	4.00	EA	345.00	1,380.00

POWERED BY PROEST

BROKEN ARROW ESTIMATE

Tooele City - Oquirrh Hills Golf Course Parking Lot

04/30/2025

8960 Clinton Landing Road
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
Furnish and Install ADA Parking Signage	3.00	EA	747.50	2,242.50
Remove and Replace Existing Stop Sign	1.00	LS	690.00	690.00
Furnish and Install Parking Lot Striping	1.00	LS	1,904.40	1,904.40
Furnish and Install Parking Lot Wheel Stops	3.00	LS	230.00	690.00
Furnish and Install 15" Dia. HP Storm Drain Pipe	210.00	LF	63.66	13,368.66
Furnish and Install Double Storm Drain Inlet Box	1.00	LS	6,422.77	6,422.77
Furnish and Install 4x4 Storm Drain Junction Box	1.00	LS	6,888.14	6,888.14
Furnish and Install Pond Outlet Structure	1.00	LS	19,896.64	19,896.64
Furnish and Install 4" PVC Sch. 40 Irrigation Conduit	142.00	LF	24.10	3,422.51
Furnish and Install 4" Thick Gravel Mulch (2") with Landscape Fabric	1.00	LS	46,937.77	46,937.77
Furnish and Install 8" Thick Riprap (4") with Landscape Fabric	1.00	LS	5,666.03	5,666.03

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. otherwise, all payments on completed work will be net 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

Approved By: _____ Date: _____

EXHIBIT B

Unit Cost Comparison

Unit Price Cost Comparison
Contractor - Broken Arrow
Updated April 30, 2025

Oquirrh Hills Golf Course Expansion Lot

Item	Description	Quantity	Unit	Unit Price	Total Estimate	
1	Mobilization	1	LS	$34,006.36	$34,006.36	10.05%
2	Remove & Dispose Existing Sidewalk	27	SF	$8.54	$230.69	
3	Remove and Dispose Existing Curb & Gutter for East Drive Approach Entrance	54	LF	$6.58	$355.27	
4	Sitework Cut/Fill Excavation and Placement of On-Site Material	1,194	CY	$7.62	$9,101.06	
5	Furnish and Installation of Import A-1a Structural Fill Material	30	CY	$21.07	$632.00	
6	Furnish and Install 30" Curb & Gutter Type A with Base	83	LF	$53.55	$4,444.57	
7	Furnish and Install 24" Curb & Gutter Type E with Base	980	LF	*$40.07*	$39,268.60	
8	Furnish and Install 6' Wide Sidewalk (**6" Thick**) with Base	944	SF	$9.13	$8,621.40	
9	Furnish and Install 5' Wide Sidewalk (**6" Thick**) with Base	548	SF	$9.13	$5,004.80	
10	Furnish and Install 3" Asphalt & 8" Road Base	31,405	SF	$3.50	$109,791.88	
11	Furnish and Install 8" Thick Concrete Drive Aproach with Base	703	SF	$10.73	$7,544.41	
12	Furnish and Install 8" Thick Concrete Waterway with Base	550	SF	$18.21	$10,013.70	
13	Furnish and Install ADA Tactile Pad - Cast in Place	4	EA	$345.00	$1,380.00	
14	Furnish and Install ADA Parking Signage	3	EA	$747.50	$2,242.50	
15	Remove and Replace Existing Stop Sign	1	LS	$690.00	$690.00	
16	Furnish and Install Parking Lot Striping	1	LS	$1,904.40	$1,904.40	
17	Furnish and Install Parking Lot Wheel Stops	3	LS	$230.00	$690.00	
18	Furnish and Install 15" Dia. HP Storm Drain Pipe	210	LF	$63.66	$13,368.66	
19	Furnish and Install Double Storm Drain Inlet Box	1	LS	$6,422.77	$6,422.77	
20	Furnish and Install 4x4 Storm Drain Junction Box (Cast in Place)	1	LS	$6,888.14	$6,888.14	
21	Furnish and Install Pond Outlet Structure	1	LS	$19,896.64	$19,896.64	
22	Furnish and Install 4" PVC Sch. 40 Irrigation Conduit	142	LF	$24.10	$3,422.51	
23	Furnish and Install 4" Thick Gravel Mulch (2") with Landscape Fabric	1	LS	$46,937.77	$46,937.77	
	Furnish and Install 8" Thick Riprap (4") with Landscape Fabric	1	LS	$5,666.03	$5,666.03	
				Total	**$338,524.16**	

Site Area	326,385	SF	
Asphalt Area	31,405	SF	

Unit Price per Square Foot (Calculated as LS Bid Price / Area)

Furnish and Install 4" Thick Gravel Mulch (2") with Landscape Fabric	18,700	SF	$2.51	SF
Furnish and Install 8" Thick Riprap (4") with Landscape Fabric	1,000	SF	$5.67	SF

England Acres Park - North Expansion

Description	Unit Price	Unit	
Mobilization	$74,170.63	LS	5.17%
Remove & Dispose of Existing Concrete	$3.71	SF	
Remove & Dispose of Existing Curb & Gutter	$7.80	LF	
Sitework Cut & Fill w/Sub-grade Prep (Assuming Site Balance - No Import or Export) (Detention Basin Included)	$81,089.55	LS	
No Comparable Price	-		
No Comparable Price	-		
24-Inch Curb & Gutter w/Base	$36.20	LF	
Sidewalk (**4" Thick**)	$8.88	SF	
Sidewalk (**4" Thick**)	$8.88	SF	
3-Inch Asphalt Paving and 8-Inch Road Base	$3.96	SF	
No Comparable Price	-		
No Comparable Price	-		
No Comparable Price	-		
Provide & Install Parking Sign	$459.55	EA	
No Comparable Price	-		
Parking Lot Striping	$2,300.00	LS	
No Comparable Price	-		
12-Inch Class III RCP SD Main Line	$72.91	LF	
Combination Box	$7,919.64	EA	
SD Cleanout Box	$4,430.19	EA	
No Comparable Price	-		
No Comparable Price	-		
Furnish and Install 3" Thick Gravel Mulch with Landscape Fabric	*$3.13*		
Provide & Place 8-Inches of Rip Rap	$6.63	SF	

Site Area	326,385	SF
Asphalt Area	22,029	SF

$3.13 / s.f. cost for mulch based upon contract with City for Droubay Road Side Treatment

TOOELE CITY CORPORATION

RESOLUTION 2025-27

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

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

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

WHEREAS, the Tooele City Police Department is in possession of abandoned and/or unclaimed bikes ("Goods"), which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods by donation to the Salt Lake City Fire Department, to benefit burn victims.

This Resolution shall take effect upon passage.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

Debra E. Winn, Mayor Debra E. Winn, Mayor

ATTEST:

_____

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Goods

Item Number	Incident	Description	Location	Status Type
20-2847	20-T09355	CA-1 SCOOTER	TCPDBIKECAGE	Evidence
22-1697	22-T04333	BDD-1 Router	TCPD04C	Stolen Unknown Owner
22-1703	22-T04333	BDD-3 Tool Bag	TCPDBULKSTORAGE	Stolen Unknown Owner
22-1964	22-T05605	JAS-1 Bicycle	TCPDBIKECAGE	Found Property
22-1968	22-T05636	SG-1 Bicycle	TCPDBIKECAGE	Found Property
22-1993	22-T05761	FY-1 Bike	TCPDBIKECAGE	Unknown Status
22-2206	22-T06214	JP-1 Bicycle	TCPDBIKECAGE	Found Property
22-2329	22-T06808	JS-1 Bike	TCPDBIKECAGE	Found Property
22-2490	22-T07120	TG-1 Bicycle	TCPDBIKECAGE	Found Property
22-2674	22-T07497	MM-1 Mongoose	TCPDBIKECAGE	Found Property
22-2952	22-T08587	SS-1 Huffy Bike	TCPDBIKECAGE	Found Property
23-0013	23-T00057	SS-1 Bike	TCPDBIKECAGE	Found Property
23-0250	23-T00625	KS-1 Bike	TCPDBIKECAGE	Found Property
23-0251	23-T00625	KS-2 BIKE	TCPDBIKECAGE	Found Property
23-0478	23-T01377	FY-1 Bicycle	TCPDBIKECAGE	Found Property
23-1089	23-T02584	JAS-1 Bike	TCPDBIKECAGE	Found Property
23-1120	23-T02666	SS-1 BIKE	TCPDBIKECAGE	Found Property
23-1158	23-T02669	JP-01 Purple Bike	TCPDBIKECAGE	Found Property
23-1486	23-T03652	JJ-1 Bike	TCPDBULKSTORAGE	Found Property
23-1962	23-T04738	AW-3 BMX Mongoose	BIKE CAGE	Stolen Unknown Owner
23-1963	23-T04738	AW-4 ROADMASTER 26	BIKE CAGE	Stolen Unknown Owner
23-1942	23-T04807	TG-01, Bicycle	BIKE CAGE	Found Property
23-2211	23-T05426	SR-1 Bicycle	TPDTEMP25	Found Property
23-2444	23-T06427	DE-1 Bike	BIKE CAGE	Found Property
23-2462	23-T06460	DE-1 Bike	BIKE CAGE	Found Property
23-2562	23-T06939	JG-1 Bicycle	TCPDBIKECAGE	Found Property
23-2693	23-T07414	FY-1 Bike	BIKE CAGE	Found Property
23-2716	23-T07521	JG-01 Bicycle	BIKE CAGE	Found Property
23-2719	23-T07535	JG-1 BIKE	BIKE CAGE	Found Property
24-0689	24-T02773	RM-1 mountain bike	TCPDBIKECAGE	Found Property
24-2111	24-T07506	JAS-1 Bike	TCPD IMPOUND	Found Property
24-2217	24-T07865	SR-1, Bicycle	TCPD IMPOUND	Found Property
24-2283	24-T08335	JP-1 Bike	TCPD IMPOUND	Found Property
24-2312	24-T08504	WMM-1 Bicycle	TCPD IMPOUND	Stolen Unknown Owner
24-2324	24-T08530	SS1 - BICYCLE	TCPD IMPOUND	Found Property
24-2355	24-T08647	Wmm-1 Huffy bicycle	TCPD IMPOUND	Found Property
24-2507	24-T09132	AR-1 Bike	TCPD IMPOUND	Found Property
25-0455	25-T02244	SG-1 Bike	TCPD IMPOUND	Found Property
24-0443	24-T01400	SG-12	BIKE CAGE	Found Property
24-0774	24-T03161	JG-01	BIKE CAGE	Found Property
24-0216	24-T01019	FY-1	BIKE CAGE	Found Property

TOOELE CITY CORPORATION

RESOLUTION 2025-29

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT, AND AUTHORIZING ITS DISPOSAL

WHEREAS, the I.T. Department has identified a number of technology-related equipment items that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective December 6, 2022, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy attached as Exhibit B.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

Debra E. Winn Debra E. Winn

ATTEST:

_____

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Equipment

Device	Model	S/N (IMEI for cell phones)
Guard room phone	Yealink W56H	LS2019030100807
Zultys phone	ZIP 43G	4302052193
Zultys phone	ZIP 43G	4302045759
Zultys phone	ZIP 43G	4302046461
Zultys phone	ZIP 33G	3311070874
Zultys phone	ZIP 33G	3311070507
Zultys phone	ZIP 33G	3311070842
Zultys phone	ZIP 33G	3311070869
Zultys phone	ZIP 33G	3311070873
Zultys phone	ZIP 33G	3311070276
Zultys phone	ZIP 33G	3311070841
Zultys phone	ZIP 33G	3311070839
Zultys phone	ZIP 33G	3311070769
Zultys phone	ZIP 33G	3311070870
Zultys phone	ZIP 33G	3311070767
Zultys phone	ZIP 33G	3311070509
Zultys phone	ZIP 33G	3311070840
Zultys phone	ZIP 33G	3311070511
Zultys phone	ZIP 33G	3311070867
Zultys phone	ZIP 37G	Not readable
Zultys phone	ZIP 33G	3311070872
Zultys phone	ZIP 33G	3311070843
Zultys phone	ZIP 33G	3311070506
Zultys phone	ZIP 33G	3311070513
Zultys phone	ZIP 33G	3311070510
Zultys phone	ZIP 33G	3311070994
Zultys phone	ZIP 33G	3311070505
Zultys phone	ZIP 43G	4302040805
Zultys phone	ZIP 33G	3311070988
Zultys phone	ZIP 33G	3311070837
Zultys phone	ZIP 43G	4302046500
Zultys phone	ZIP 33G	3311070508
Zultys phone	ZIP 33G	3311068337
Zultys phone	ZIP 33G	3311070871
Yealink phone	Yealink W56H	LS2018122506245
Zultys phone	Z 22G	2201035906
Zultys phone	ZIP 33G	3311070990
Zultys phone	ZIP 36G	3601091060
Extension for zultys phone	ZIP 340M	3041011371
Zultys phone	ZIP 33G	3311070838
Zultys phone	ZIP 33G	3311070275
Zultys phone	ZIP 43G	4302046511
Zultys phone	ZIP 33G	3311070835
Zultys phone	ZIP 33G	3311042098
Zultys phone	Z 22G	2201035688

Zultys phone	ZIP 43G	4302051525
Zultys phone	Z 22G	2201035756
Yealink phone	W59R	802006E092507528
Yealink base station	W70B	802017E092530123
Zultys phone	ZIP 43G	4302035880
Zultys phone	ZIP 43G	4302052391
Zultys phone	Z 23GE	2311032554
Zultys phone	ZIP 33G	3311070279
Zultys phone	ZIP 33G	3311070282
Zultys phone	ZIP 33G	3311070985
Zultys phone	ZIP 33G	3311070281
Zultys phone	ZIP 33G	3311070868
Brother Printer	MFC-L5850DW	U64221H8N833956
HP Printer	Q7815A	CNG1X00565
Zultys phone	ZIP 33G	3311070844
Zultys phone	ZIP 33G	3311070986
Sonicwall Firewall	TZ300	18B1696034D4
Sonicwall Firewall	TZ300	18B16985B7D4
Sonicwall Firewall	TZ300	18B1699E1C24
Sonicwall Firewall	TZ350	2CB8ED592FBC
Cisco Wifi	E1000	VN11K880073
Netgear Switch	GS108	1DR184300459D
Netgear Firewall	FVS318	FVS1349AD223498
Snapgear	jSME570	6.0107E+14
HP Switch	J4905a	SG551SF08X
HP Switch	J4903A	SG509SJ01F
HP Switch	J9772a	CN41FP30YF
MDS Remote Serial Gatew	HL	1133815
Netgear Switch	GC108P	5V46037DA0038
Netgear Switch	FS108P	1DL1723H005E2
Cisco ASA 5505	ASA 505	JMX1112Z0MF
Netgear Switch	GS108LP	5FA195D0A0855
Netgear Switch	GS108LP	5FA195D6A0869
HP Switch	J9280A	CN304DG0TQ
HP Switch	J9279A	CN017DE0CB
Sonicwall Firewall	NSAa 3650	2CB8ED32D280
Sonicwall Firewall	NSa2650	18B169907AC0
Sonicwall Firewall	NSa2650	2CB8ED15E0C0

Exhibit B

Disposal of Surplus Technology-Related Equipment Policy

IT Surplus Policy

1. As departments purchase new technology to meet their needs, equipment and/or items (surplus) that are no longer needed will be given to the Information Technology (IT) Department.
2. The IT Department will retain the surplus items for:
    a. Tier 1 items: Desktops, laptops, tablets, smart phones, networking equipment, servers, or any other items that may contain city data will be stored for 3 months in case data needs to be retrieved.
    b. Tier 2 items: Monitors, cameras and similar hardware will be stored for 1 month.
    c. Tier 3 items: Keyboards, mice, speakers, other misc. hardware, software and other items worth less than $100 will not be stored unless requested.
3. The IT Department will keep a list of Tier 1 and 2 items to be disposed (after parts have been salvaged), by item description, model, serial numbers and whether data has been removed from the device or not (if applicable).
4. Tier 3 items will be removed from inventory upon receipt by IT and can be disposed of immediately unless requested otherwise.
5. Once the retention period has passed, the IT Department will determine if there are parts that can be salvaged from the surplus and remove those for use elsewhere.
6. The completed list of Tier 1 and 2 items will be taken to the City Council by Resolution to be officially declared as surplus, along with a recommendation for the desired method of disposal.
7. Surplus items do not need to be presented to the City Council individually, rather a listing of multiple items and types may be taken at the same time to the City Council to be declared surplus through a single resolution.
8. If several devices of the same type are on the list, such as multiple bad UPS devices, a quantity will be acceptable instead of recording each individually. This excludes any tier 1 items.
9. Surplus property will be disposed of according to the method declared in the resolution.
10. After city council approves the surplus resolution the IT Department will erase all data contained in the equipment/item(s) and dispose of according to the following:
    a. If the items are deemed unusable, if it previously contained sensitive data, or if their worth is determined to be under $100, they may be disposed of.
    b. If equipment/items are to be sold:
        i. Items will first be made available to local government agencies.
        ii. The sale of surplus equipment/items will be properly noticed to the public according to city policy.
        iii. Items will be sold at public auction, with the proceeds going to Tooele City Finance.
        iv. May be donated to non-profit agencies.
    c. If the equipment/items are to be donated:
        i. The donation of surplus equipment/items will be properly recorded.
        ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities

iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.

11. Any proceeds from the sale or recycling of surplus will be returned to the Tooele City Finance Department.
12. IT will retain records of surplus disposal for 3 years.
13. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(3) above. Notwithstanding the previous statement, at no time may a member of the IT Department, or any other employee involved in the decision-making process that declared the property as surplus, bid for or repurchase equipment that was declared surplus by the Department.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

04/22/25

DESCRIPTION OF EXPENDITURE: **VENDOR:** THORN PEST SOLUTIONS V# 10218

TREATMENT FOR MOSQUITOS AROUND LAKES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
LAKES MAINTENANCE	52 5214 311013	100,000.00	28,335.00	38,800.00	32,865.00
TOTAL:				38,800.00	

REQUESTED Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shanna Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

REQUEST FOR PURCHASE ORDER

WATER RECLAMATION FACILITY
3300 North 1200 West
Tooele, Utah 84074

Vendor: Thorn Pest Solutions **Vendor #:** 10218

Account #: _____ **Date:** 4.14.25

Amount: 38,800.00 **WRF Signature:** _____

Item(s) Description: Treat lakes in the water and fog areas around lakes to help with mosquitos.

Reason for Purchase: Treat Lakes to help reduce mosquitos around golf Course.

Approval:

Signature _____ **PO #:** _____

When approved please forward the approval to WRF via jamieg@tooelecity.org

* PO to Troy

Last year 1800.00 per treatment
this year 1200.00 per treatment
2 times per month

Larvicide
May & June 22000.00
11,000 per treatment

Thorn Pest Solutions
1982 W Pleasant Grove Blvd, STE B
Pleasant Grove, UT 84062
385.233.4693
thornservices.com

License #: 4000-436

Mosquitoes

Proposal

Customer Information

#115453 Tooele Waterwaste Treatment Plant
3300 N 1200 W
TOOELE, UT 84074

#115453 Tooele Waterwaste Treatment Plant
3300 N 1200 W
TOOELE, UT 84074

Tooele Waterwaste Treatment Plant
troym@tooelecity.gov
435-241-2166

Mosquitoes Program

Mosquitoes Suck

Mosquitoes are not only a nuisance, but they are also vectors for diseases such as West Nile virus. An effective mosquito management program is critical for reducing mosquito populations and minimizing the risk of disease transmission.

Truck-Mounted Ultra-Low Volume (ULV) Treatments

- Utilizes specialized equipment to disperse insecticides in microscopic droplets that target adult mosquitoes.

*Covers large areas efficiently, making it ideal for widespread control.

*Conducted during peak mosquito activity times (dawn and dusk) to maximize effectiveness.

*Products used will be EPA-approved and applied per label instructions.

Thorn will apply appropriately labeled mosquito larvicide to bodies of water to help prevent mosquito larva from developing into adults. This is an important step of a full mosquito management program and helps us attack all life stages.

On-Demand

Description	Notes
Larvicide treatment	

Treatments on the water of all lakes. Two treatment needed, one month apart, for larva control.Will require two technicians for 3 days to complete. $11000,00 per treatment X 2.

Services

Description	Notes	Frequency
Ultra-low volume truck mount treatment	Treatment around each lake and facility at the treatment plant. $1200.00 per treatment, twice per month.	14/year

Details

- Price per larvicide treatment: $22,000.00

Terms

This Agreement will be for an original period of one year, subject to your complete satisfaction. Thereafter, the Agreement will renew itself each year until terminated by either party upon a sixty (60) day notice.

Pricing

ANNUAL FEE

$16,800.00/year

INVOICED:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Default	$0	$0	$0	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$2,400	$0	$0

THORN PEST SOLUTIONS

CLIENT

Kirk Romney - 04/10/25

UT Commercial: 4001-25827

Tooele RDA and City Council Work Meeting Minutes

Date: April 2, 2025
Time: 5:30 pm
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Police Chief Adrian Day
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Planning Commissioner Chris Sloan
Planning Commissioner Kelley Anderson

Minutes prepared by Alicia Fairbourne

DRAFT

1. **Open City Council Meeting**

   Chairman Brady opened the meeting at 5:30 pm.

2. **Roll Call**

   Dave McCall, Present
   Ed Hansen, Present
   Melodi Gochis, Present
   Maresa Manzione, Present
   Justin Brady, Present

3. **Mayor's Report**

   Mayor Winn addressed several topics relevant to public safety, infrastructure, and recent community milestones. She began by noting an increase in juvenile-related issues during spring break, including acts of vandalism at local parks. The City had opened public restrooms 15 days earlier than usual due

to favorable weather, but one park experienced significant restroom misuse on the first day. Mayor Winn urged parents to monitor their children and encourage positive behavior.

Mayor Winn reported on the installation of a new traffic signal at the intersection of 520 East on 1000 North near England Acres. This replaced a previously installed pedestrian signal after studies demonstrated a full signal was warranted to improve safety. The City planned to implement restriping for left-turn lanes to address safety concerns involving vehicles passing improperly.

She also mentioned a new four-way stop at Utah Avenue and Coleman Street near Northlake Elementary at the Head Start building. The Streets Department installed warning signs two weeks prior and activated the stop during spring break to ease the transition. Despite the warnings, many drivers failed to stop, prompting the City to increase monitoring efforts.

Mayor Winn then celebrated two recent events. The first was the ribbon cutting for the Tooele Technical College expansion, which doubled the campus size. She acknowledged the significance of the college in workforce development and thanked previous leadership for establishing the education corridor.

The second event was the dedication of Fire Station No. 3. Mayor Winn expressed her deep appreciation to the City Council for their support in bonding for the facility. She described the station as a community asset, thanked the residents for funding it, and shared plans for making the station more accessible to the public through future tours and video content. She concluded by emphasizing the importance of public safety and expressing gratitude for everyone involved.

4. Council Members' Report

Each Councilmember expressed appreciation for the ribbon cuttings held at Tooele Technical College and Fire Station No. 3. Councilwoman Manzione also reported attending a Zero Fatalities meeting where it was noted that Tooele City experienced 37 crashes in March alone. She emphasized the importance of driver awareness and encouraged sharing safety messages. She also mentioned upcoming zoning updates related to the business park area, due to impractical costs associated with a previously planned railroad spur. She noted a new study was being conducted.

Councilwoman Gochis praised the fire station tour and commended the fire department's professionalism and dedication to public safety. Councilman Hansen shared similar sentiments and noted the well-attended open house at the new station. Councilman McCall echoed those comments and remarked on the significance of both ribbon cuttings. Chairman Brady added that he attended the North Tooele City Special Service District meeting, where the district discussed planned to plant additional trees. He also highlighted the strong performance of City staff in his recent meeting with Mayor Winn and her team.

5. Discussion Items

a. Discussion on Desert Rose Business Lofts Water Usage Proposal

Presented by Amy Johnson, Y Street Capital

Ms. Johnson presented a proposal for the Desert Rose Business Lofts, a mixed-use development consisting of 43 live/work units where each unit would include a commercial space on the ground floor and residential space above, both owned and occupied by the same individual. The discussion focused on water usage and whether the City could allocate water rights to the project given its hybrid nature.

Ms. Johnson provided a comparative analysis using data from Bluffdale's "Marketplace" development and Brigham City's zoning formula. Based on those models, she estimated the Desert Rose project would require between 7.86 and 8.8 acre-feet of water. She emphasized that the

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live/work format did not increase total water demand and that similar developments maintained long-term commercial activity.

Mr. Paul Hansen, City Engineer, clarified that Tooele's current standard for residential water usage was 0.25 acre-feet per unit, which would total 10.75 acre-feet for 43 units – a higher requirement than the applicant's estimates. He noted the City's standard did not differentiate between housing types and was intentionally conservative to ensure reliability.

Councilmembers expressed strong interest in the concept but raised concerns about the potential precedent it could set. Chairman Brady and Councilwoman Manzione emphasized that Tooele City could not provide water rights for residential use, and granting them in a mixed-use project could lead to other developers to seek similar exceptions. They also questioned how enforceable the live/work arrangement would be long-term and whether commercial uses would remain viable.

City Attorney Roger Baker mentioned the possibility of using deed restrictions or terms within a development agreement to address enforcement concerns but urged caution against negotiating such terms during the public meeting.

While there was support for innovative approaches that support small business growth, the Council reiterated the importance of water resource protection, equitable treatment of developers, and the need for further discussion with staff to find an equitable solution.

b. <u>Discussion on Compass Point RSD</u>

Presented by Andrew Aagard, Community Development Director

Mr. Aagard introduced a proposal from Perry Homes to establish a Residential Special District (RSD) called Compass Point, covering approximately 1,227 acres in northwest Tooele. This RSD would govern long-term development over the next 20 to 30 years and included a planned buildout of approximately 3,600 residential units and 50 acres of open space.

Mr. Aagard explained that an RSD allowed a developer to write custom zoning standards while still complying with state law, building, and fire codes. He noted that while the original Settlement Agreement for Overlake allowed for 4,800 total units, approximately 3,300 of Perry's allocated units remained. These would be applied under the RSD, resulting in an average density of about two units per acre. Some areas may eventually be reallocated for light industrial or commercial use due to unit limitations.

Ms. Lynsi Neve of Perry Homes and Mr. Ben Duzett of Focus Engineering presented the RSD concept, emphasizing their goal to create a community with a range of housing types – from smaller garden homes to large estate homes – that supported residents through all stages of life. They highlighted the plan's inclusion of front- and rear-loaded townhomes, cluster homes, and traditional single-family homes, all governed by custom design standards.

The plan included 50 acres of open space, with at least three acres preserved as natural open space and 47 acres designated for parks and detention areas. One major park was expected to be dedicated to the City as a regional facility. Trails would be constructed along roadways and integrated into the street cross-sections as development proceeded.

Councilmembers asked for clarification on housing types, open space usability, and trail location. Ms. Neve confirmed that the trails would be off-road and buffered by landscaping. Chairman Brady expressed support for the design and noted the importance of usable open space. Councilwoman Gochis asked about the timing of the park's availability, stressing the importance of recreation opportunities for future families. Ms. Neve responded that the first phases of development – termed "villages" – would likely begin in summer 2025 and would provide access to the regional park area.

The Council expressed appreciation for the plan's diversity in housing types, phased infrastructure planning, and the long-term vision. Councilman Hansen and Chairman Brady both noted the benefit of allowing residents to remain the same neighborhood as their housing needs changed over time. Councilman McCall asked about multifamily housing along 3100 North and was informed that a site plan for that area would be submitted soon, with additional villages beginning this summer.

c. Discussion on a Zoning Map Amendment Request by DR Horton to Amend the Conditions of the PUD (Planned Unit Development) Zoning Overlay for Western Acres PUD for 86 Acres (Affecting 4.5 Acres) Located at Approximately 2000 North Copper Canyon Drive in the MR-16 PUD Zoning District

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a proposed change which would apply to approximately 4.5 acres of the 86-acre project and was intended to address setback issues related to the Middle Canyon drainage corridor that runs through the site.

When the PUD was originally approved about five years prior, DR Horton committed to improving and realigning the drainage channel and constructing a trail along it. As the project progressed, it became clear that the current zoning standards required a 20-foot rear setback from property lines which would result in several units becoming nonconforming if the drainage corridor was deeded to the City and became a separate parcel.

To prevent future nonconformities, the amendment proposed reducing the rear yard setback for townhomes adjacent to the drainage corridor to eight feet, and the side yard setback in certain cases to one foot. The amendment would not alter the number of units, unit types, or the overall layout of the development.

Councilman Hansen asked whether the amendment would apply to the entire development or just a portion. Mr. Aagard clarified that the changes would only apply to the MR-16 zoned portion, not the R1-7 areas, and that DR Horton had no intention of revising the approved layout. City Attorney Roger Baker confirmed that the amendment was drafted with those zoning limitations in place. The Council accepted the explanation without further concerns.

d. Discussion on Updated Water and Sewer Fees Effective May 1, 2025

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre informed the Council that updated water and sewer rates – previously adopted through Ordinances 2024-10 and 2024-11 – would take effect on May 1, 2025, as part of a five-year rate adjustment plan approved in 2024.

The base culinary water rate for a standard three-quarter inch meter would increase from $10.73 to $11.50, with usage tiers increasing marginally by one or two cents per tier. The sewer rate for most residential customers (rate code 301) would rise from $10.50 to $12.08, reflecting a 15% increase. Mr. Grandpre noted that last year's sewer rate increase was 50%, and subsequent years would see 5% annual increases.

Chairman Brady confirmed that these phased increases were part of the Council's previous decision to avoid a single large rate hike. Mr. Grandpre also stated that the rate changes had been included in the City's newsletter.

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2. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady announced that a Closed Meeting was necessary, however, due to time constraints, the Council elected to first recess for the Business Meeting. At 6:51, the Work Meeting recessed.

At 7:44, Chairman Brady reconvened the Work meeting and asked for a motion to proceed to a Closed Meeting.

Motion: Councilwoman Manzione moved to proceed to a Closed Meeting. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

The attendees for the Closed Meeting were: Mayor Debbie Winn, Council Chairman Brady, Council Member McCall, Council Member Hansen, Council Member Manzione, Council Member Gochis, Roger Baker, Michelle Pitt, Darwin Cook, Paul Hansen, Jamie Grandpre and Police Chief Adrian Day.

3. **Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 8:29 pm.

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

Approved this ____ day of May, 2025

_____

Justin Brady, City Council Chair

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Tooele City Council Business Meeting Minutes

Date: April 2, 2025
Time: 7:00 pm
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Police Chief Adrian Day
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
Planning Commissioner Chris Sloan
Planning Commissioner Kelley Anderson

Minutes prepared by Alicia Fairbourne

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1. **Pledge of Allegiance**

Chairman Brady called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

2. **Roll Call**

Dave McCall, Present
Ed Hansen, Present
Melodi Gochis, Present
Maresa Manzione, Present
Justin Brady, Present

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

Mayor Winn presented the Mayor's Youth Recognition Awards, emphasizing the value of highlighting the positive contributions of young individuals in the community. She recognized two students from Overlake Elementary. Fern Jorgensen was honored for her constant kindness,

attentiveness to the needs of her classmates, and willingness to help others feel included. She was nominated by her teacher, Mrs. Mecham.

Jaden Gosnell was recognized for his resilience and positive attitude after being involved in a serious accident, which served an inspiration to his peers. He was nominated by Principal Burge. Mayor Winn also acknowledged the parents of both students for their support and involvement. Following the presentations, a group photo was taken with the students and City Council. The recognitions would be shared in the Tooele Transcript Bulletin and on the City's social media pages.

4. Public Comment Period

Chairman Brady opened the floor for public comment at 7:11 pm. There were no comments. The floor was closed.

Chairman Brady proceeded to item 13 on the agenda prior to addressing item 5.

13. Tooele City Water Special Service District to Consider a Request to Approve Assignment of GeoFortis Utah Minerals Water Rights Lease to Ash Grove Cement Company

Presented by Roger Baker, City Attorney

(This item was addressed out of order, prior to item 5.)

Acting as the Tooele City Water Special Service District Board, the Council considered a request to approve the assignment of a water rights lease agreement from GeoFortis to Ash Grove Cement Company. Mr. Baker explained that the original agreement, approved in 2022, granted the use of 40 acre-feet of City-owned water rights located near the Mercur area to GeoFortis under a five-year lease. With Ash Grove's recent acquisition of GeoFortis, the company requested assignment of the lease.

Mr. Baker noted that the lease included a tiered fee structure based on the status of the associated change application with the State Division of Water Rights. If the application was approved, Ash Grove would pay $200 per acre-foot annually for all 40 acre-feet, regardless of actual usage, totaling $8,000 per year. Until approval, the company would pay only for the water actually used, with a minimum annual fee of $1,000. He confirmed that staff had reviewed the request and raised no concerns with the proposed assignment, which would allow Ash Grove to assume all terms of the existing lease for the remainder of the assignment.

Motion: Board Member Hansen moved to approve the request for the Tooele City Water Special Service District to consider a request to approve assignment of the GeoFortis Utah Minerals Water Rights Lease to Ash Grove Cement Company. Board Member Manzione seconded the motion. The vote was as follows: Board Member Brady, "Aye", Board Member Hansen, "Aye", Board Member Gochis, "Aye", Board Member Manzione, "Aye", Board Member McCall, "Aye". There were none opposed. The motion passed.

5. Public Hearing and Motion on Ordinance 2025-07 An Ordinance of Tooele City Enacting Tooele City Code Section 7-19-6.2 and Amending Section 7-1-5 Regarding Non-Standard Subdivisions

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the item, noting that the proposed amendments had been discussed in detail during the Council's Work Session two weeks earlier.

Mr. Aagard explained that the purpose of the ordinance was to align the City's code more closely with state law and to provide staff with the authority to require a formal subdivision process for parcels created through non-standard land divisions. The proposed changes included an update to the definitions section to clarify that "subdivision" did not include non-standard divisions of land, and the

addition of a new section outlining the treatment of such divisions. The ordinance would ensure that parcels created outside of the subdivision process must undergo formal subdivision review before development, allowing the City to obtain necessary public improvements and dedications.

The Planning Commission reviewed the ordinance on March 26 and unanimously recommended approval. No questions or comments were raised by the Council during the discussion.

Chairman Brady opened the floor for public comment at 7:19 pm. There were none. The floor was closed.

Motion: Councilwoman Gochis moved to approve Ordinance 2025-07, an Ordinance of Tooele City enacting Tooele City Code Section 7-19-6.2 and amending Section 7-1-5 regarding non-standard subdivisions. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

6. **Public Hearing and Motion on Ordinance 2025-09 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 7-6i Regarding Townhouse Setbacks in the Western Acres PUD**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the item, noting that it had been discussed during the preceding Work Session.

Mr. Aagard explained that the amendment would revise PUD standards to establish a rear yard setback of eight feet for townhomes, with increased setbacks of 10 to 20 feet where properties adjoin public or private streets. It would also permit side yard setbacks of one foot, again increasing to 10 to 20 feet adjacent to public streets. The intent of the amendment was to resolve potential nonconformity issues related to the dedication of a drainage corridor within the development.

The Planning Commission held a public hearing on March 26 and unanimously recommended approval. No questions or comments were raised by the Council.

Chairman Brady opened the floor for public comment at 7:21 pm. There were no comments. The floor was closed.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-09, an Ordinance of the Tooele City Council amending Tooele City Code Chapter 7-6i regarding townhouse setbacks in the Western Acres PUD. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

7. **Ordinance 2025-06 An Ordinance of Tooele City Amending Tooele City Code Section 8-4-4 Regarding Nuisance Abatement**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that this item had been discussed in detail during a recent Work Session and revisions had been made based on Council feedback, particularly concerning commercial properties.

The proposed changes would eliminate the blanket six-inch height restriction of weeds and instead give code enforcement officers more discretion to determine when weeds posed a hazard, particularly in park strips or areas adjacent to public rights-of-way. For parcels under one acre, enforcement could occur when weeds created fire hazards or nesting conditions. For properties one acre or larger, weeds within 30 feet of a property line would still be required to be maintained under six inches in height. Additionally, a strict six-inch height limit would continue to apply to all commercial and industrial zoning districts.

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Councilwoman Manzione inquired whether the ordinance would apply to weeds obstructing sidewalks, and Mr. Aagard clarified that while such conditions could be addressed at the officer's discretion. Mr. Baker noted a separate ordinance also existed to handle sidewalk obstructions. No further questions or comments were raised.

Motion: Councilman McCall moved to approve Ordinance 2025-06, an Ordinance of Tooele City amending Tooele City Code Section 8-4-4 regarding nuisance abatement. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

8. **Resolution 2025-20 A Resolution of the Tooele City Council Approving an Agreement with McCormick & Sons Excavating and Utilities LLC for the 200 West Road Widening Project**

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre explained that the road widening project would improve the section of 200 West between 500 North and 600 North, including the piping of a large open ditch on the west side and the addition of curb and gutter. The lowest bid submitted was deemed non-responsive, so the contract was awarded to McCormick & Sons in the amount of $251,265.37, with a contingency of $12,500.

Chairman Brady confirmed that this project location included the area near the rodeo grounds where trees had previously been removed. Council members discussed the lack of sidewalks on the west side of the street, particularly near residential areas and school routes. Mr. Grandpre stated that the project, as bid, did not include sidewalks, but all tree stumps would be removed and the area cleaned up.

Mayor Winn noted that the property adjacent to the west side was City-owned and that remaining funds in the sidewalk budget for the current fiscal year might allow for sidewalk installation if the Council desired. Several council members expressed strong support for adding a sidewalk to improve pedestrian access and safety. Mayor Winn reported that preliminary estimates indicated sidewalk installation could be feasible within the current budget, and staff would pursue bids to determine final costs. The Council expressed general consensus to proceed with including a sidewalk if funds allowed.

Motion: Councilman McCall moved to approve Resolution 2025-20, a Resolution of the Tooele City Council approving an agreement with McCormick & Sons Excavating and Utilities LLC for the 200 West Road Widening Project. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

9. **Resolution 2025-23 A Resolution of the Tooele City Council Approving an Agreement with Play Space Designs for Play Equipment Installation and Pool Plaster Maintenance Services at the Pratt Aquatic Center**

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented the item and explained that both the existing plaster in the leisure and kiddie pools, as well as the original water play features, had significantly deteriorated. Some features were no longer functional, and areas of the plaster had worn to the point of requiring repair.

The proposed improvements would include removing the old play structures, replastering the pools, retrofitting the mechanical systems, and installing new interactive water features. Among the upgrades was a new slide designed for younger or smaller children, addressing frequent public requests for an age-appropriate alternative to the existing slide.

The total project cost was $301,868.07. Work would begin during the facility's planned August shutdown, with efforts made to reopen the lap pool on schedule even if work on the leisure pool was not complete. Mr. Cook confirmed the project would be funded through PAR tax revenue and noted that the delayed timeline was partly due to the lack of detailed as-built plans for the facility, which required additional investigation and surveying. No objections or concerns were raised by the Council.

Motion: Councilwoman Gochis moved to approve Resolution 2025-23, a Resolution of the Tooele City Council approving an agreement with Play Space Designs for play equipment installation and pool plaster maintenance services at the Pratt Aquatic Center. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

10. **Resolution 2025-21 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property**

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the item and explained that the Tooele City Animal Shelter had approximately 35 cat carriers that were no longer needed. The intent was to first offer the carriers to other agencies within Tooele County, followed by sale to the general public if necessary.

In accordance with the City's purchasing policy, Council approval was required to formally declare the items as surplus before disposal. No questions or comments were raised by the Council.

Motion: Councilwoman Manzione moved to approve Resolution 2025-21, a Resolution authorizing the Tooele City Purchasing Agent to dispose of surplus personal property. Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

11. **Resolution 2025-22 A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections**

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the item and noted that Tooele City held elections every odd-numbered year and had traditionally contracted with the Tooele County Clerk's Office for election support. Services provided included ballot programming, testing, printing, mailing, and tabulation.

Ms. Pitt explained that the per-ballot cost had increased from $2.00 to $2.25, and due to the City's growing population, the estimated cost for each election was approximately $41,289.75. If both a primary and general election were required, the total cost would be around $82,579.50. She requested Council approval of the agreement under the new pricing structure.

Chairman Brady and Councilwoman Manzione briefly discussed recent state legislation that would eventually modify the vote-by-mail process, though it would not significantly affect the current year. Ms. Pitt confirmed that while some cost changes could arise in future years, the County's services remained significantly more cost-effective than running an election independently, particularly given the City's lack of necessary equipment.

Motion: Councilman Hansen moved to approve Resolution 2025-22, a Resolution of the Tooele City Council authorizing an agreement with Tooele County for municipal elections. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen,

"Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

12. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

There were none.

14. Minutes

~March 19, 2025 Work Meeting

~March 19, 2025 Business Meeting

~February 17, 2021 Water Special Service District Meeting

Chairman Brady noted that one reason the Water Special Service District meeting was included on this agenda was due to the infrequent approval of its meeting minutes.

Councilwoman Manzione sought clarification regarding the 2021 meeting date, which Chairman Brady confirmed was correct.

There were no corrections to the minutes.

Motion: Councilwoman Manzione moved to approve the March 19, 2025 Work Meeting minutes, March 19, 2025 Business Meeting minutes, and the February 17, 2021 Water Special Service District meeting minutes as presented. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

15. Adjourn

At 7:43, Chairman Brady adjourned the Business Meeting.

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

Approved this ____ day of May, 2025

_____

Justin Brady, City Council Chair

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