

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 20, 2025 immediately following the General Canvass 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.tooelecitecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or shilob@tooelecitecity.gov.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitecity> 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@tooelecitecity.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. **Ordinance 2025-26** An Ordinance of Tooele City Reassigning the Land Use Designation from Mixed Use (MU) to Light Industrial (LI) for Approximately 4.9 Acres of Property Located at Approximately 105 East 1000 North
Presented by Andrew Aagard, Community Development Director
5. **Resolution 2025-71** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Advanced Spine and Pain Located Near 2400 North 400 East
Presented by John Perez, Economic Development Director
6. **Resolution 2025-73** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Grow Development LLC Located at 249 East 1000 North.
Presented by John Perez, Economic Development Director
7. **Resolution 2025-74** A Resolution of the Tooele City Council Approving an Agreement with Judge Netting Mountain West for the Installation of Three Baffle Netting Systems at Oquirrh Hills Golf Course
Presented by Darwin Cook, Parks & Recreation Director
8. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
9. **Minutes**
~August 6, 2025 Work Meeting
~August 6, 2025 Business Meeting
10. **Adjourn**

Shilo Baker, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Shilo Baker, Tooele City Recorder, at 435-843-2111 or shilob@tooelecitecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2025-26

AN ORDINANCE OF TOOELE CITY REASSIGNING THE LAND USE DESIGNATION FROM MIXED USE (MU) TO LIGHT INDUSTRIAL (LI) FOR APPROXIMATELY 4.9 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 105 EAST 1000 NORTH.

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

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

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

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

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

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

WHEREAS, the City received an Amendment Petition for Land Use Plan amendments for property located at approximately 105 East 1000 North on July 9, 2025, requesting that the Subject Property be re-designated from Mixed Use (MU) to Light Industrial (LI) land uses. (see Staff Report and mapping attached as Exhibit A, and Petition and applicant-submitted information attached as Exhibit B); and,

WHEREAS, the Mixed Use land use designation includes the MU-G Mixed Use -

General and the MU-B Mixed-Use Broadway zoning districts; and,

WHEREAS, the Subject Property is owned by the Skinner Johnson Family and is currently designated as Mixed Use (MU) in the Land Use Element of the General Plan, but is assigned the RR-1 Rural Residential zoning designation; and,

WHEREAS, the Light Industrial (LI) land use designation includes the LI Light Industrial and IS Industrial Service zoning districts; and,

WHEREAS, on August 13, 2025, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its positive recommendation to the City Council; and,

WHEREAS, on August 20, 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 land use map amendment proposed therein is in the best interest of the City in that it will create additional commercial and industrial opportunities; and,
2. the Land Use Map is hereby amended for the property located at approximately 105 East 1000 North as requested and illustrated in Exhibit B, attached, from the Mixed Use (MU) land use designation to the Light Industrial (LI) land use designation.

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:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matt Johnson, Tooele City Attorney

Exhibit A

Staff Report and Mapping

STAFF REPORT

August 5, 2025

To: Tooele City Planning Commission
Business Date: August 13, 2025

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Desert Rose Business Lofts – Land Use Map Amendment Request

Application No.: 2025067
Applicant: Amy Johnson
Project Location: 105 East 1000 North
Zoning: RR-1 Rural Residential Zone
Acreage: 4.9 Acres (Approximately 213,444 ft²)
Request: Request for approval of a Land Use Map Amendment in the RR-1 Rural Residential zone regarding re-assigning land use designation of the subject property from Mixed Use (MU) to Light Industrial (LI).

BACKGROUND

This application is a request for approval of a Land Use Map Amendment for approximately 4.9 acres located at 105 East 1000 North. The property is currently zoned RR-1 Rural Residential. The applicant is requesting that a Land Use Map Amendment be approved to facilitate and enable a Zoning Map Amendment request to the LI Light Industrial zoning district.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Mixed Use land use designation for the subject property. The property has been assigned the RR-1 Rural Residential zoning classification, supporting approximately one dwelling unit per acre. The RR-1 Rural Residential zoning designation is not identified by the General Plan as a preferred zoning classification for the Mixed Use land use designation. Properties to the north are all zoned LI Light Industrial. Properties to the east are zoned RR-1 Residential and R1-7 Residential. Properties to the west are zoned GC General Commercial. Properties to the south are also zoned GC General Commercial. Other than the residential uses to the east all of the surrounding properties are utilized as commercial and light industrial. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The Planning Commission is now quite familiar with the subject property for this application. The applicant has previously completed a Land Use Map Amendment (LUMA) for the subject property wherein the land use designation was changed to Mixed Use. The proposal to re-assign the land use to Mixed Use was to facilitate a Zoning Map Amendment (ZMA) to the MU-G Mixed Use General zoning district. It was the applicant’s original intent to develop the property as a town house development where business owners would be living in the upper floors of the town house and the ground floor would be a commercial business. Although the use was viewed favorably by the City Council, the ZMA application stalled due to the issue of water rights. The City Council was not comfortable with the provision of payment in-lieu of water rights dedication due to the residential element and the inability of the applicant to confirm that the units would remain a mix of commercial

and residential and ultimately not end up entirely residential in the future. The applicant has since been unable to find water rights of sufficient quantity to satisfy the water demands of the proposed mixed use development.

The applicant has been thinking of ways to creatively develop the property in a manner that can benefit Tooele City but also maintain low water demands. In considering this they have changed direction on their approach and have decided to move towards a more commercial/light industrial proposal.

The proposal they are making now is to re-assign the land use designation for the subject property to Light Industrial (LI) to make way for a LI Light Industrial zoning or an IS Industrial Service zoning in order to facilitate development of the property featuring smaller scale contractor staging yards with or without accompanying office spaces (dependent upon the purchaser of the individual space). In order to conduct the use of contractor storage yard the applicant would need to have the Light Industrial or Industrial Service zoning districts.

The property is currently designated as MU Mixed Use on the Land Use Map of the Tooele City General Plan. The Mixed Use designation authorizes both the MU-G Mixed Use General zoning district as well as the MU-B Mixed Uses Broadway zoning district. These land use designations permit two of Tooele City's most liberal zoning districts when considering the number and type of land uses. All residential uses, multi-family and single-family, are permitted in those zones as well as a wide range of commercial activities. Industrial uses such as a contractor storage yard are not permissible in the mixed use zoning districts.

Staff credits the applicant for their "out of box" thinking when it comes to developing this property. The proposed use is again unique to Tooele City but it does bear some promise in regards to the minimal amount of water that will be necessary for the proposed development and provide staging yards for smaller scale contractor businesses.

The Light Industrial Land Use designation permits the LI and IS zoning districts. The following are a list of some of the uses most likely to occur if the property is eventually assigned one of these two zoning districts. To preserve space and limit extra reading, staff has only included the more prominent uses likely to occur here. For the entire list of commercial uses that could occur at the property if zoned LI or IS, please refer to Tooele City Code 7-16, Table of Uses.

- 1. Automobile Service, Repair, Sales, and Rental.***
- 2. Business and Professional Offices.***
- 3. Contractors Storage Yard, Display and Office.***
- 4. Convenience store with or without gasoline services.***
- 5. Fast Food Restaurant and sit down restaurants.***
- 6. Financial services (banks) and hardware supply store.***
- 7. Health clubs and recreation facilities (indoor and outdoor).***
- 8. Funeral home.***
- 9. Heavy equipment sales and rental.***
- 10. Light industrial manufacturing and assembly.***
- 11. Hotels and motels, both for humans and for animals (kennel).***
- 12. Laundromats and cannabis pharmacies.***
- 13. Private clubs (bars).***
- 14. Recycling collection site and research facilities.***
- 15. Veterinary clinic, warehousing and storage units.***
- 16. Personal services (salons, barber shops, etc).***

It should be noted and emphasized that even though this applicant has a particular use in mind for the property, they are not obligated by the zoning to construct such proposed land use. They could easily sell the property to

another or develop something entirely different from their current proposal. Therefore it is important for the Planning Commission to consider all of these uses for this property. Is this property better served as light industrial? Is this property appropriate for the list of uses provided above? Is re-designating this property as Light Industrial a benefit to Tooele City and its residents?

It should also be emphasized that a Land Use Map Amendment does not change the zoning of the property. If the land use designation is changed the applicant will still need to submit a zoning map amendment application and complete the same process to assign a new zoning district. A Land Use Map Amendment must be completed first as the zoning is required to comply with the Land Use Map.

Site Plan Layout. A very conceptual site plan has been included in the packet, however, staff tries to stay clear of site plan presentations during Land Use Map and Zoning Map Amendment applications. The focus of the application should remain on the proposed changes and whether those changes are of benefit to the City and appropriate for the location being proposed. The concept site plan is provided as a reference to the Planning Commission only.

Subdivision Layout. A subdivision plat may be required if the individual contractors storage yards are to be privately owned. That will be addressed later in the development review process.

Criteria For Approval. The criteria for review and potential approval of a Land Use Map Amendment request is found in Section 7-1A-3 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) In considering a proposed amendment to the Tooele City General Plan, 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 General Plan Land Use Map and the goals and policies of the General Plan and its separate elements;
 - (c) Consistency and compatibility with the existing uses of adjacent and nearby properties;
 - (d) Consistency and compatibility with the possible future uses of adjoining and nearby properties as identified by the General Plan;
 - (e) The suitability of the properties for the uses requested viz. a viz. the suitability of the properties for the uses identified by the General Plan; and
 - (f) The overall community benefit of the proposed amendment.

REVIEWS

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

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have not completed a review of the proposed change and have not issued any comments.

Tooele City Fire Department Review. The Tooele City Fire Department has not completed a review of the proposed change and have not issued any comments.

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

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a 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 Desert Rose Business Lofts Land Use Map Amendment request by Amy Johnson, for the purpose of re-assigning the land use designation for 4.9 acres from Mixed Use to Light Industrial, application number 2025067, based on the findings listed in the Staff Report dated August 5, 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 Desert Rose Business Lofts Land Use Map Amendment request by Amy Johnson, for the purpose of re-assigning the land use designation for 4.9 acres from Mixed Use to Light Industrial, application number 2025067, based on the following findings:”

1. List findings...

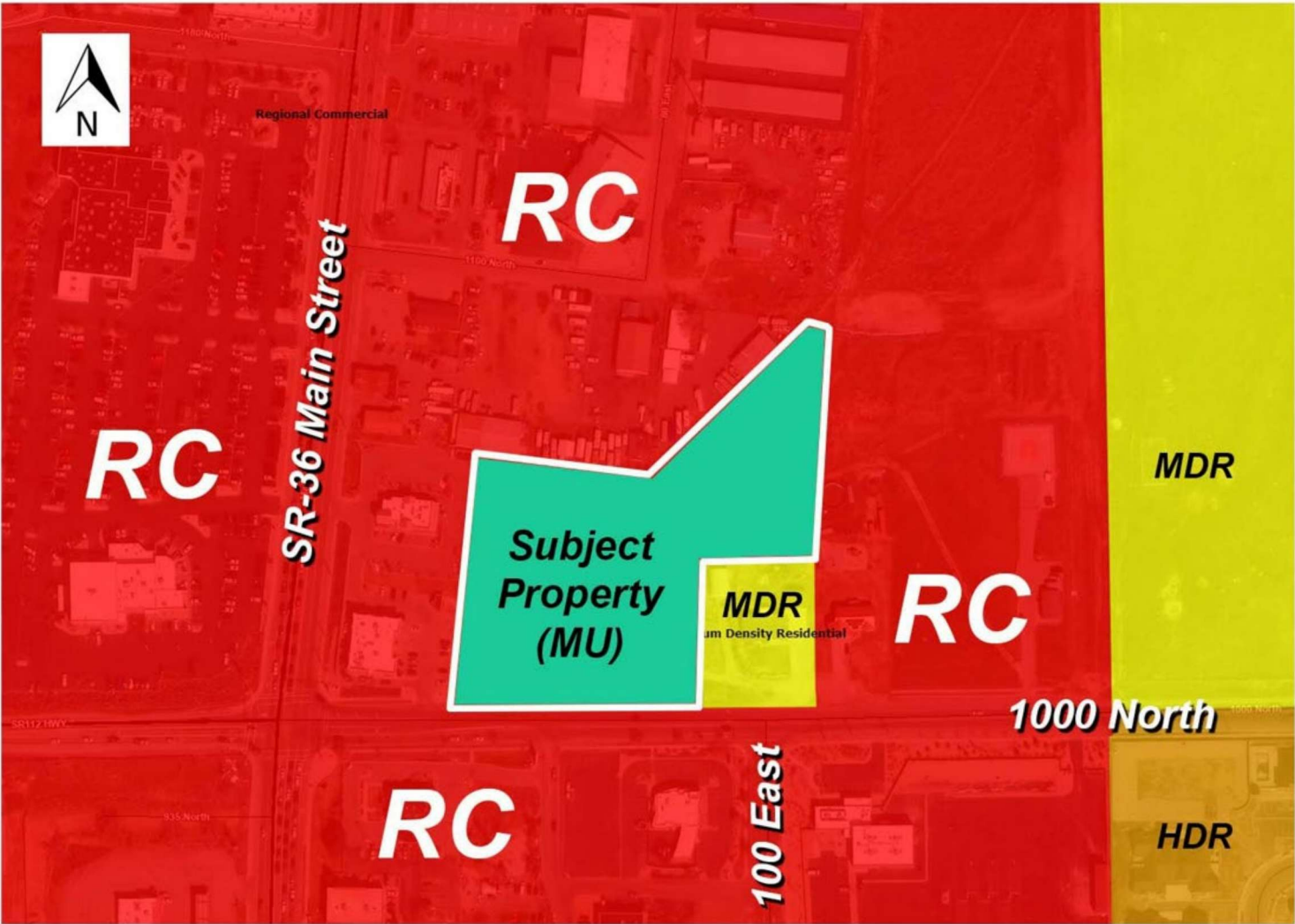
MAPPING PERTINENT TO THE DESERT ROSE BUSINESS LOFTS LAND USE MAP AMENDMENT

Desert Rose Business Loft Land Use Map Amendment



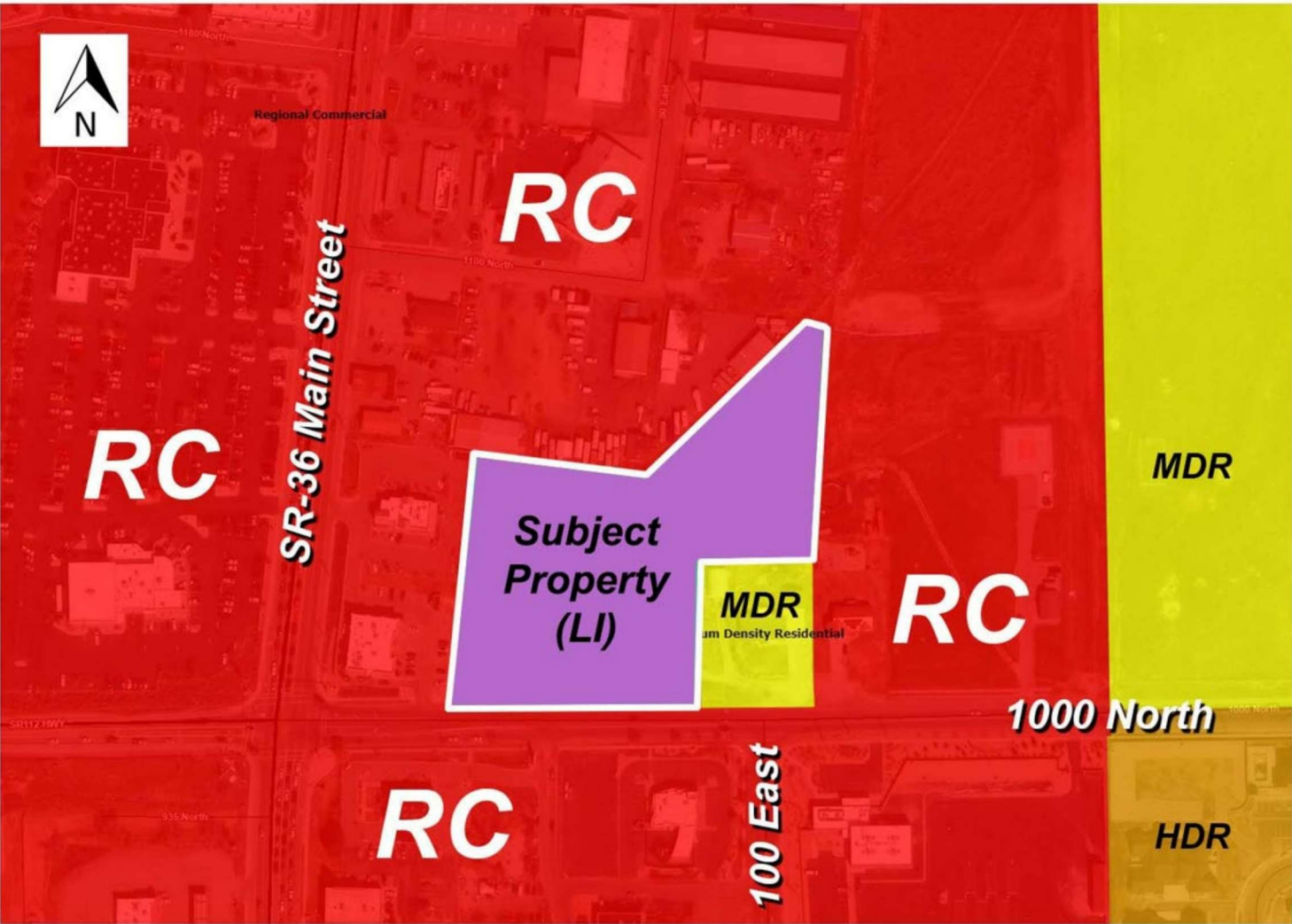
Aerial View

Desert Rose Business Loft Land Use Map Amendment



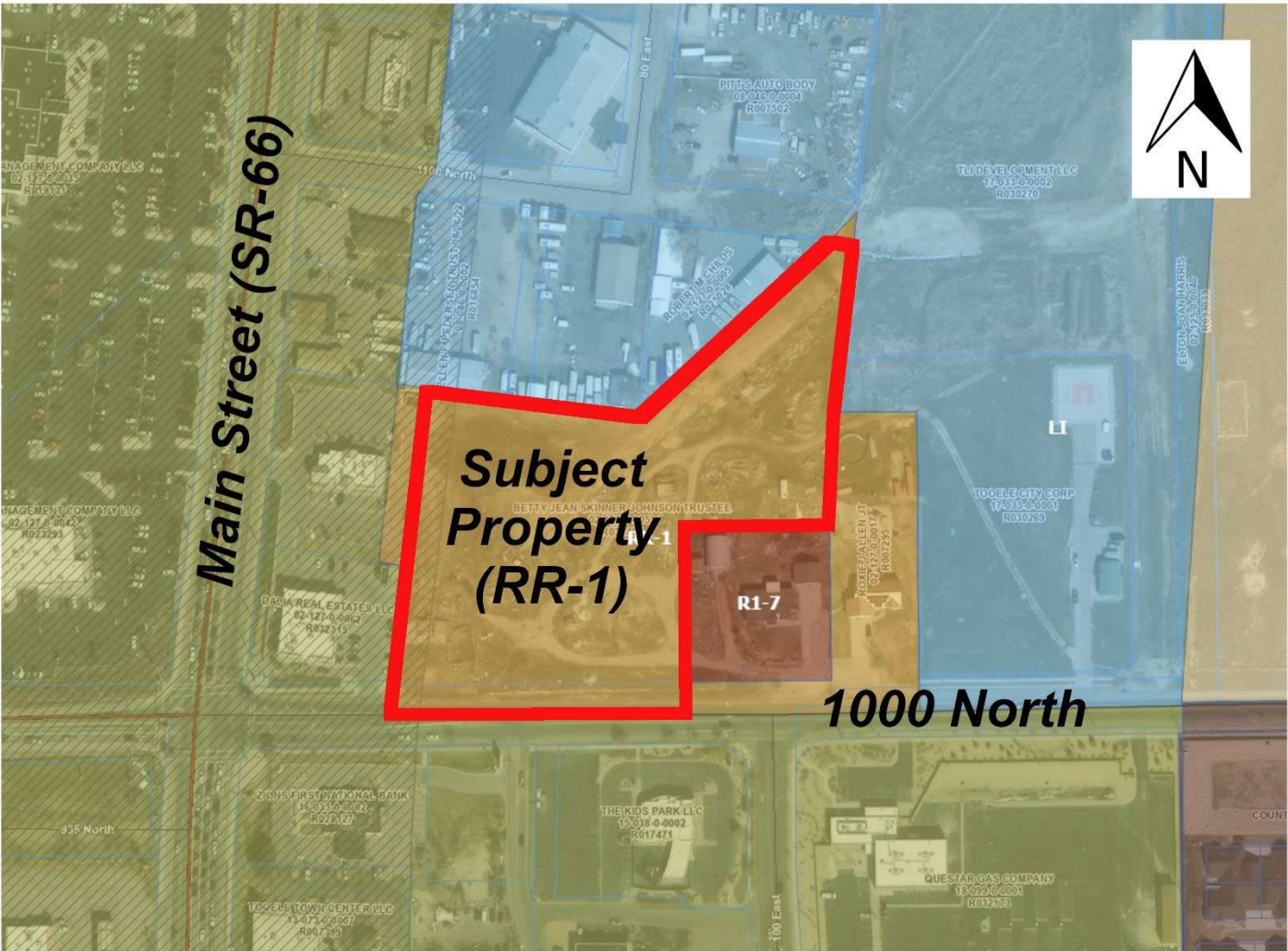
Current Land Use

Desert Rose Business Loft Land Use Map Amendment



Proposed Land Use

Desert Rose Business Lofts Zoning Map Amendment



Current Zoning

Exhibit B

Petition and Applicant-Submitted Information

Land Use Map Amendment Application

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



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

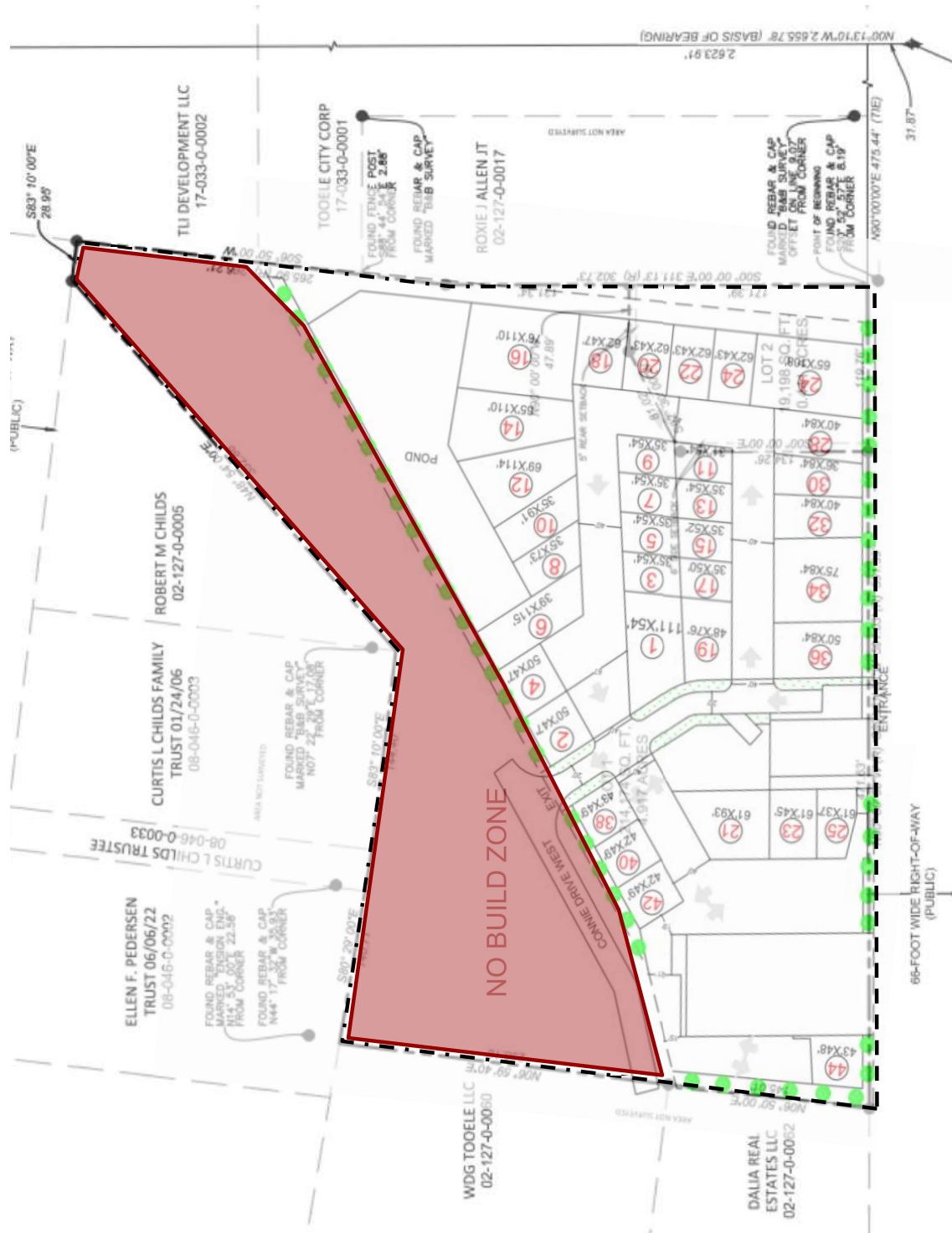
Project Information				
Date of Submission: July 9, 2025		Current Land Use Designation: R-1	Proposed Land Use Designation: Light Industrial	Parcel #(s): 02-127-0-0059
Project Name: Desert Rose Business Lofts				Acres: 4.917
Project Address: 105 East 1000 North, Tooele UT 84074				
Brief Project Summary: We are proposing a light industrial contractor storage yard designed to serve small business owners and contractors in the Tooele area. The project will feature secure, individually fenced yard spaces with controlled access, professional appearance, and optional office space for on-site business use. This product supports local entrepreneurs by providing space for storing equipment and vehicles off residential streets and out of HOAs, while creating a clean, well-landscaped, and professionally managed facility that fits the long-term growth and economic development goals of the city. This solution requires minimal water usage, making it a practical and sustainable use of the land given current water constraints. The project improves the visual and functional character of the site and provides economic value to the city in the form of jobs, property tax, and indirect business support.				
Property Owner(s): The Skinner Johnson Family			Applicant(s): Amy Johnson	
Address:			Address: 24 East Main Street	
City:	State:	Zip:	City: American Fork	State: UT Zip: 84003
Phone:			Phone: 801-309-6485	
Contact Person: Amy Johnson			Address: 24 East Main Street	
Phone: 801-309-6485			City: American Fork	State: UT Zip: 84003
Cellular:	Fax:		Email: amyj@ystreetcapital.com	

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

Note to Applicant:

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

For Office Use Only			
Received By:	Date Received:	Fees:	App. #:



TOOELE CITY CORPORATION

RESOLUTION 2025-71

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR ADVANCED SPINE AND PAIN LOCATED NEAR 2400 NORTH 400 EAST.

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

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

WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-93, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 policy attached as Exhibit B); and,

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

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

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

WHEREAS, Tooele City received from Brent Davis with Physicians Accounting and Management Systems, Inc. the request for allocation of 1.2 acre-feet of City-owned municipal water rights credits to the Project, or, in other words, requesting to pay the fee-

in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project letter addresses the policy considerations identified above and in the November 1 policy in the following ways:

- The Project requests 1.2 acre-feet of water.
- The creation of an estimated 8 full-time jobs, with average remuneration of \$48,000.
- Capital investment of approximately \$8 million.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 1.2 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of \$35,000 per acre-foot.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matt Johnson, Tooele City Attorney

Exhibit A

Fee in Lieu Analysis/Letter
for Advanced Spine and Pain



August 1, 2025

City of Tooele
Attn: City Council / Public Works Department
90 North Main Street
Tooele, UT 84074

RE: Request for Consideration of Payment in Lieu of Water Rights – New Medical Complex

Dear Tooele City Council Members,

On behalf of the development team behind a new medical complex planned for construction in Tooele, we respectfully request the Council's consideration of a payment in lieu of water rights for this vital healthcare project.

The project will consist of two phases, each featuring an 8,344 square foot building. Phase 1 is slated to be the new home of Advanced Spine and Pain, a growing medical provider currently leasing space at 1209 North Main Street in Tooele. Advanced Spine and Pain has made a long-term commitment to Tooele County by establishing a full-time practice led by local resident physician Dr. Brady Webb. Advanced Spine currently employs six staff members. Upon completion of the new facility, the practice intends to add 8 additional full-time employees to meet patient demand. Excluding the physician's compensation, our average annual wage and benefits package per employee is approximately \$48,000, reflecting a strong economic contribution to the local community.

In addition to Advanced Spine and Pain, the remaining 3,020 square feet in Phase 1 will be leased to other medical or healthcare-related tenants, creating a multi-specialty medical destination for Tooele residents. Phase 2 will mirror the first building in size and function, with the intent to attract and lease to more medical users, supporting local access to specialty care and healthcare employment.

The combined capital investment in this project is expected to exceed 8 million, reflecting our long-term commitment to Tooele's growth and healthcare infrastructure.

Per our engineer's calculation, and confirmed by Paul Hansen, P.E., the total water requirement for the full project is **1.2 acre-feet of water**. We are formally requesting the City of Tooele to allow a payment in lieu of providing water shares to meet this requirement. We believe that this approach will facilitate the timely completion of the project and support the city's broader goals for economic development and healthcare access.

Please feel free to contact **Brent Davis at (435) 862-7617** or **Robert Howell at NJRA Architects** for additional information or to discuss this request further.

Thank you for your time and consideration.

Sincerely,

Brent Davis

Managing Partner

Physicians Accounting and Management Systems, Inc.

Exhibit B

November 1, 2023, Fee-in-lieu Policy



City Council Policy

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

Effective Date: November 1, 2023

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

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

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

Residential Development. Beginning on the Effective Date, Tooele City will allow the owner(s) of an existing single-family parcel of record that, as of the Effective Date, is not part of a recorded subdivision, and the owner(s) of a single-family lot that is part of a recorded subdivision, either of which parcel or lot is subdivided through a two-lot subdivision (e.g., a lot split), to pay a fee (the "Fee") for the new lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for such a two-lot residential subdivision. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in

writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

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

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunset, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. **Fee Cost.** The Fee shall be established at \$35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the

building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.

2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.
6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a \$100 administrative charge.



Justin Brady
City Council Chair

TOOELE CITY CORPORATION

RESOLUTION 2025-73

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR GROW DEVELOPMENT LLC LOCATED AT 249 EAST 1000 NORTH.

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

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

WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-93, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 policy attached as Exhibit B); and,

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

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

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

WHEREAS, Tooele City received from Boyd Brown with Grow Development the request for allocation of 7 acre-feet of City-owned municipal water rights credits to the Project, or, in other words, requesting to pay the fee-in-lieu rather than convey water

rights for the Project (see the letter attached as Exhibit A, as well as the Background/Context documentation attached as Exhibit C); and,

WHEREAS, the Project letter addresses the policy considerations identified above and in the November 1 policy in the following ways:

- The Project requests 7 acre-feet of water.
- The creation of an estimated 130 full-time jobs, with average remuneration of \$55,000.
- Capital investment of approximately \$30 million.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 7 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of \$35,000 per acre-foot.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matt Johnson, Tooele City Attorney

Exhibit A

Fee in Lieu Analysis/Letter for
Grow Development Project at 249 East 1000 North
(near 1000 North 180 East)



Petition for Water Shares

Grow Development

Request from the Council for the Release of Water Shares for New Development

Grow Development respectfully requests the release and option to purchase seven acre-feet of water for a new light industrial real estate development located at 1000 North and approximately 180 East in Tooele. This project will span 10 acres and is designed to include approximately 135,000 square feet of high-quality light industrial, flex warehouse, and retail space.

We anticipate a total capital investment of approximately \$30 million, covering land acquisition, site improvements, and vertical building construction. This project represents a significant private investment in Tooele's long-term economic vitality.

Economic Growth and Employment Impact

Our current site plan allows for up to 34 individual spaces tailored for small and medium-sized businesses. Based on projected tenant profiles, we estimate this development will create approximately 130 new jobs in Tooele, with an expected average annual wage of \$55,000. These positions will provide stable, well-paying employment opportunities that strengthen the local economy and broaden the city's tax base.

Beyond the immediate jobs, the project is expected to attract diverse businesses, foster entrepreneurship, and create a vibrant commercial hub that benefits surrounding neighborhoods.

Commitment to Sustainable Development

Approximately 10% of the property will be dedicated to landscaping. We are committed to responsible water use and will employ water-wise measures, including xeriscaping, decorative landscape rock, and drought-resistant plant, shrub, and grass species. This approach will ensure an attractive and welcoming environment while conserving precious water resources.

Conclusion

We believe this development will serve as a catalyst for economic growth, job creation, and sustainable land use in Tooele. We respectfully request the City's support in releasing and granting the option to purchase the seven acre-feet of water necessary to bring this vision to life.

Boyd Brown
Grow Development

DocuSigned by:

Boyd Brown

8/12/2025 | 09:06 MDT

409039AC60FB4BF...

Exhibit B

November 1, 2023, Fee-in-lieu Policy



City Council Policy

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

Effective Date: November 1, 2023

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

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

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

Residential Development. Beginning on the Effective Date, Tooele City will allow the owner(s) of an existing single-family parcel of record that, as of the Effective Date, is not part of a recorded subdivision, and the owner(s) of a single-family lot that is part of a recorded subdivision, either of which parcel or lot is subdivided through a two-lot subdivision (e.g., a lot split), to pay a fee (the "Fee") for the new lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for such a two-lot residential subdivision. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in

writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

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

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunseting, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. **Fee Cost.** The Fee shall be established at \$35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the

building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.

2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.
6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a \$100 administrative charge.



Justin Brady
City Council Chair

Exhibit C

Background/Context of Grow Development Project

Petition for Water Shares

GROW DEVELOPMENT
August 11, 2025

Grow Development

Grow Development team has the combined experience of 40+ years of experience in the real estate and land development industry.

GROW's expertise includes acquisitions, entitlements, land development, vertical construction, and asset management.

WHAT WE DO



DEVELOPMENT

- Grow Development has a vast amount of experience in all types of real estate development including Raw Land, Residential, Mixed use, Commercial and Industrial property types
- Grow's leading strength is acquiring and developing residential communities We also have a successful track record with Commercial Complexes, Office Buildings, and Master planned communities.



ENTITLEMENTS

We perform and specialize in:

- Annexations & Incorporations
- Zone Changes, Lot Splits, Concept & Site Plan Approvals, Preliminary and Final Plat Approvals
- Master Plan or Special Zoning Overlays



LAND ACQUISITIONS

- We've acquired and purchased land in almost any condition: raw ground, zoned, entitled, and re-development opportunities.
- Grow is a nimble company and can utilize creative and personalized deal structures including: single closing, takedown closings, joint ventures, tax deferred / tax friendly options

OUR PORTFOLIO INCLUDES DEVELOPMENT ACROSS THE WASATCH FRONT IN:

- 📍 Salt Lake County
- 📍 Davis County
- 📍 Utah County
- 📍 Tooele County



Location Map

Tooele, UT

Main Street

Walmart Center

SITE

1000 North

Macey's Center

Petition For Water

Request from the Council for the Release of Water Shares for New Development

Grow Development respectfully requests the release and option to purchase seven acre-feet of water for a new light industrial real estate development located at 1000 North and approximately 180 East in Tooele. This project will span 10 acres and is designed to include approximately 135,000 square feet of high-quality light industrial, flex warehouse, and retail space.

We anticipate a total capital investment of approximately \$30 million, covering land acquisition, site improvements, and vertical building construction. This project represents a significant private investment in Tooele's long-term economic vitality.

Economic Growth and Employment Impact

Our current site plan allows for up to 34 individual spaces tailored for small and medium-sized businesses. Based on projected tenant profiles, we estimate this development will create approximately 130 new jobs in Tooele, with an expected average annual wage of \$55,000. These positions will provide stable, well-paying employment opportunities that strengthen the local economy and broaden the city's tax base.

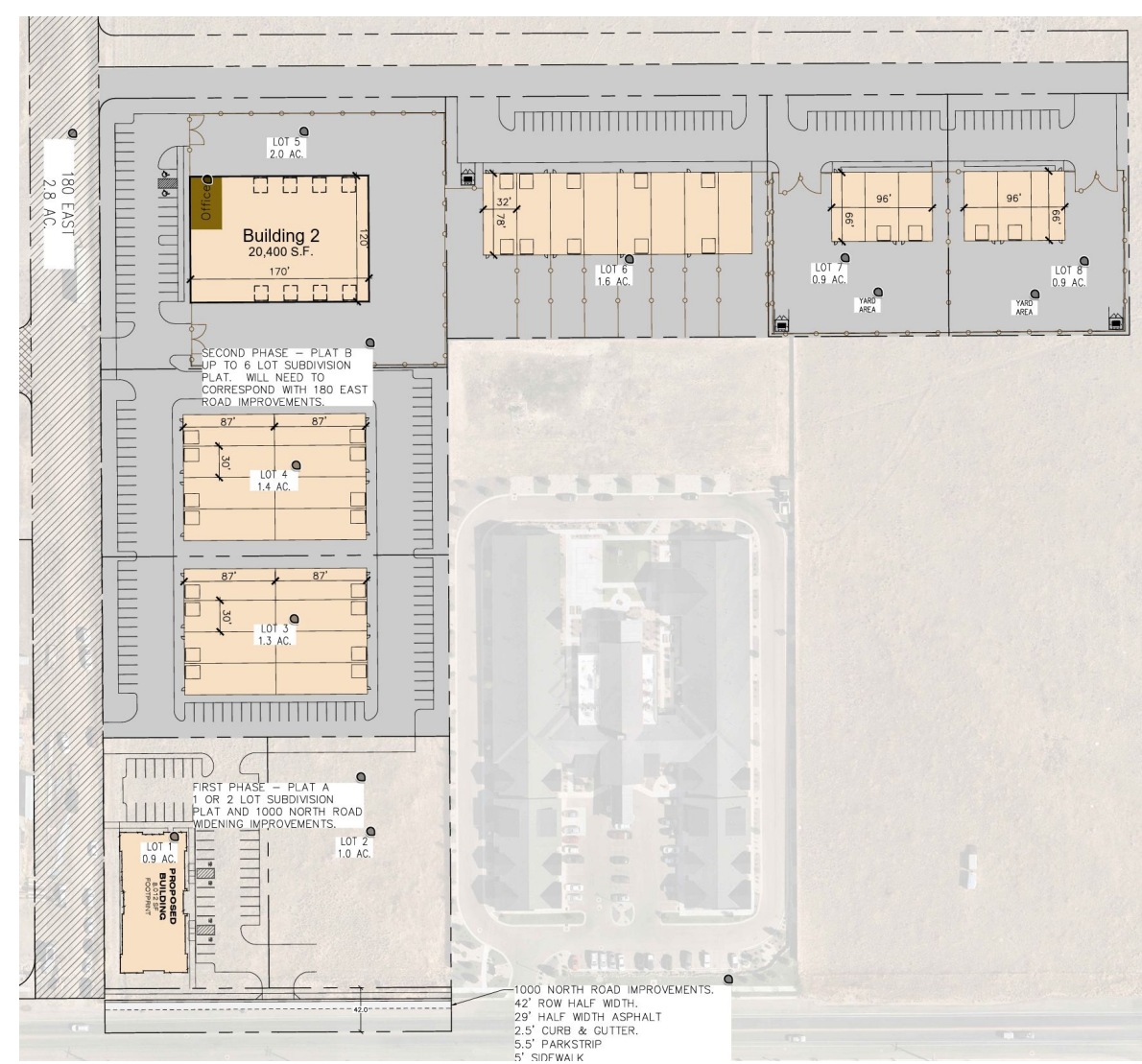
Beyond the immediate jobs, the project is expected to attract diverse businesses, foster entrepreneurship, and create a vibrant commercial hub that benefits surrounding neighborhoods.

Commitment to Sustainable Development

Approximately 10% of the property will be dedicated to landscaping. We are committed to responsible water use and will employ water-wise measures, including xeriscaping, decorative landscape rock, and drought-resistant plant, shrub, and grass species. This approach will ensure an attractive and welcoming environment while conserving precious water resources.

Conclusion

We believe this development will serve as a catalyst for economic growth, job creation, and sustainable land use in Tooele. We respectfully request the City's support in releasing and granting the option to purchase the seven acre-feet of water necessary to bring this vision to life.



135,000 Square Feet of Building Space
34 Individual Work Spaces
~130 Jobs to be Created
Water Wise Landscaping



TOOELE CITY CORPORATION

RESOLUTION 2025-74

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JUDGE NETTING MOUNTAIN WEST FOR THE INSTALLATION OF THREE BAFFLE NETTING SYSTEMS AT OQUIRRH HILLS GOLF COURSE.

WHEREAS, in order to ensure and improve public safety in the area at and near the Oquirrh Hills Golf Course, the City Administration and City Council desire to install additional safety netting systems at Oquirrh Hills Golf Course; and,

WHEREAS, Judge Netting Mountain West has submitted a proposal to install three baffle netting systems with three different dimensions (specifically, 30 feet tall by 20 feet long, 30 feet tall by 30 feet long, and 30 feet tall by 50 feet long) for the price of \$64,500, (see agreement attached as Exhibit A and proposal attached as Exhibit B); and,

WHEREAS, Judge Netting Mountain West is the exclusive source of the particular service sought for this project.; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Judge Netting Mountain West for the installation of three baffle netting systems attached as Exhibit A is hereby approved, and that the Mayor is hereby authorized to execute the same and all other documents necessary to consummate the agreement.

This Resolution is in the best interest of the general welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matt Johnson, City Attorney

Exhibit A

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Judge Netting Mountain West of 2904 South 2000 West, Syracuse, UT 84075** (hereinafter “Contractor”) enter into this Agreement on the **13th** day of **August 2025** (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following: Tooele City Golf Course 1255 E Vine Street, Tooele, UT 84074

Install Tee Box Netting

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - Install 30’ tall x 20’ long
 - Install 30’ tall x 30’ long
 - Install 30’ tall x 50’ long
 - Install 6 poles
 - Install baffle netting near #17-hole tee boxes.
 - Includes steel poles, poles will be painted black.
 - Poles will have welded top and bottom cap.
 - Includes shipping, unloading and handling of all poles.
 - Drilling or excavation of pole and anchor footing.
 - New netting will be UV treated polyester with sewn rope boarders
 - Netting will be black
 - Netting comes with a 7-year manufacturer warranty.
 - Includes all hardware and cable necessary for installation
 - New cable will be 3/8” or 5/16” extra-high-strength galvanized.
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 **\$64,500.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **October 31, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all

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

- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Approved as to form

Shilo Baker, Tooele City Recorder

Matthew Johnson, Tooele City Attorney
(Revised 04/27/2023)

SEAL



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

Exhibit B

Proposal



Ecker Netting Inc. dba: Judge Netting Mountain West
Mail to: 2904 S 2000 W Syracuse, UT 84075 – Shop: 5037 S 2700 W Roy, UT 84067
Office (801)-388-4178 – Toll Free (855)-Hang-Net
sales@jn-mw.com – info@jn-mw.com
www.JudgeNettingMountainWest.com

UTAH CONTRACTORS LICENSE: 11994873-5501; B100, E100, S330

PROPOSAL & CONTRACT

August 7, 2025

Brian Roth
Email: BrianR@tooelecitey.gov
Phone
Oquirrh Hills Golf Course
1255 E Vine St,
Tooele, UT 84074

SCOPE OF WORK

We propose to supply the material, labor, and equipment necessary to install:

TEE BOX NETTING

- (3) baffle netting systems:
 - o 30' tall x 20' long
 - o 30' tall x 30' long
 - o 30' tall x 50' long
- (6) poles
- Baffle netting will be located near hole #17 tee boxes

INCLUDES

- Includes (1) mobilization.

POLES

- Steel poles
- Poles will be painted black.
- Poles will have a welded top and bottom cap.
- Includes shipping, unloading, and handling of all poles.

DRILLING/EXCAVATION

- Drilling or excavation of pole and anchor footings

NETTING

- New netting will be UV-treated polyester with sewn rope borders.
- Netting will be black.
- Netting comes with a 7-year manufacturer's warranty.

CABLE AND HARDWARE

- Includes all hardware and cable necessary for installation.
- New cable will be 3/8" or 5/16" extra-high-strength, galvanized.

EXCLUSIONS

- Inspection fees or special inspection fees.
- Permit Fees
- Demo of existing poles or netting
- Rock Drilling. If auger refusal is encountered due to unforeseen rock or buried obstructions, there will be added costs from the driller based on added time and material.

- Excludes hauling off of dirt spoils. All dirt spoils will be left onsite.
- Prevailing Wages
- Engineering
- Field or turf protection (plywood, mats, labor, etc.)

PRICING

(please initial)

Tee box Netting**\$64,500**_____

- (6) poles
- (3) baffle net systems
- Poles will be painted black
- Does not include end anchors
- 8.625" minimum pole diameter

All applicable taxes are included in this proposal.

PAYMENT TERMS

All invoices NET 30

- 30% deposit due upon acceptance of contract.
- 25% due upon mobilization.
- 45% due upon completion.

Invoices not paid when due are subject to a service charge of 1-1/2% per month. This is an annual percentage rate of 18%. Should a suit be instituted to enforce the provisions of this Proposal and Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs as determined by the court or other tribunal hearing the matter. Visa, MasterCard, and Discover are accepted with a convenience fee of 3.5% with a maximum charge amount of \$20,000.

STANDARD ASSUMPTIONS

- Pricing firm for acceptance for a period of 30 days.
- Necessary access "to," "from," and "at" work site during construction.
- Normal activities may require alteration during construction to provide a safe working environment for our employees and equipment.
- Mobilization costs included in our proposal are based on one move-on and move-off. Any cessation of work due to lack of permits or any reason by the client will require a \$3,000 re-mobilization charge with all work and materials invoiced to date.
- We are a non-union company and, as such, will not become a signatory to any labor agreement.
- If, during the performance of this contract, the price of the contractor's materials increases more than 10%, the price of said materials shall be equitably adjusted by the owner to account for said increase.

STANDARD EXCLUSIONS

- Bonding, engineering, or prevailing wages, unless otherwise stated in this proposal.
- Indemnification: Judge Netting Mountain West will not indemnify any additional Owners, Architects, Contractors, or Agents.
- This proposal does not include any permit fees or related costs involved in securing permits except as noted in this proposal. If Judge Netting is not contracted to pull permits, the client is responsible for acquiring all permits and any costs relating to permit requirements. Should a government agency require changes, additional construction costs will be assumed by the client.
- Damage to driveways, parking lots, tennis courts, irrigation systems, or sod, which may be caused by our equipment.
- Subsurface or latent physical conditions at the site differing from those indicated.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- The owner shall promptly investigate the conditions, and if it finds that conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order in the amount of contractor's expenses incurred plus 10%.

- Judge Netting Mountain West makes no warranty, either expressly or implied, as to the protective capabilities of netting or structures, including height requirements and/or repairs to or performance of any existing material or material used during construction.

Judge Netting's liability under this contract shall not exceed the price identified above.

Cancellation: Upon execution by both parties, this Proposal and Contract is non-cancellable. Any cancellation by Purchaser shall entitle Judge Netting at its discretion, to collect any fees or charges it has incurred in preparation for delivery of the work outlined above.

We appreciate the opportunity to present this proposal and look forward to working with you.

Please contact us at kirt@jn-mw.com or 801-388-4178 with questions or concerns.

JUDGE NETTING MOUNTAIN WEST

ACCEPTED BY:

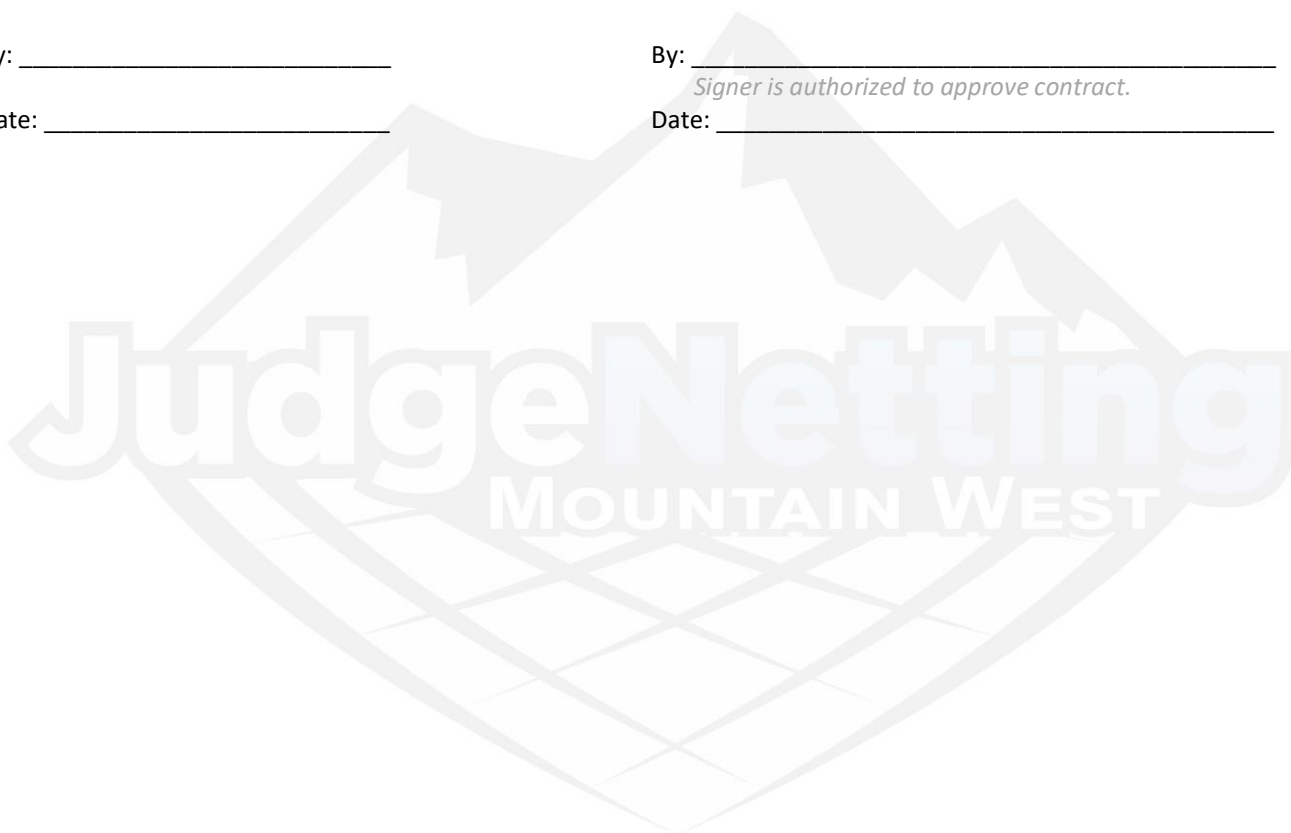
By: _____

By: _____

Signer is authorized to approve contract.

Date: _____

Date: _____



TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/15/25

DESCRIPTION OF EXPENDITURE:

VENDOR: AIM DEVELOPMENT

V# 12497

UPSIZE WATER MAIN INTALLATION FROM 8" TO 12" LINE

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
WATERLINE REPLACEMENTS	51 5120 731101	0.00	0.00	38,849.00	(38,849.00)
TOTAL:				38,849.00	

*Will complete a line item adj

REQUESTED

Ed Jaime Grampel
 DEPARTMENT HEAD

REVIEWED

FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works

Vendor: AIM Development Company Vendor #: 12477

Account #: _____ Date: 8/13/25

Amount: \$ 38,849.00 Signature: [Signature]

Item(s) Description: upsized from 8" to 12" water main

Reason for Purchase: developer only needs to install and 8" line
it is 12" on Berra and Franks we would like it to be
12" through the new section of Berra.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:

From: Tyler Miles

Sent: Friday, June 27, 2025 5:47 PM

To: Paul Hansen <paulh@tooelecivty.gov>

Cc: Jamie Grandpre <jamiieg@tooelecivty.gov>; Howard Schmidt <howard@braemarco.com>; Connor O'Leary <connor@rdoproperties.com>; Brett Lovell <lovelldevelopmentgroup@gmail.com>

Subject: FW: Ledger Cove Scope Clarification

Paul,

See attached proposals from our contractor as backup for the pricing difference between the 8" and 12" water line systems in Berra Blvd. The upsize delta is \$38,849. That is \$37,000 contract cost and \$1,849 of supervision and fee from our general contractor.

8" line total cost - \$152,246

	<u>WATER</u>				
300	8" C900 PIPE WITH SAND	LF	727.0	\$58.00	\$42,166.00
310	WATER FITTINGS	EA	6.0	\$1,750.00	\$10,500.00
320	FIRE HYDRANTS	EA	4.0	\$8,070.00	\$32,280.00
330	CUT IN FIRE HYDRANT ON 12" EXSISTING LINE	EA	1.0	\$12,500.00	\$12,500.00
340	TIE INTO EXISTING WATER LINE	EA	2.0	\$2,500.00	\$5,000.00
350	8" GATE VALVE	EA	4.0	\$3,950.00	\$15,800.00
360	12" GATE VALVE	EA	2.0	\$6,250.00	\$12,500.00
370	2" BLOW OFF PER CITY	EA	2.0	\$5,500.00	\$11,000.00
380	AIR RELEASE PER TOOEE CITY	LS	1.0	\$10,500.00	\$10,500.00
390	BACKFILL WITH NATIVE PER PLAN NO IMPORT	EA			
WATER TOTAL					\$152,246.00

12" line total cost - \$189,245

	<u>WATER</u>				
300	12" C900 PIPE WITH SAND	LF	727.0	\$85.00	\$61,795.00
310	WATER BEND FITTINGS	EA	6.0	\$2,550.00	\$15,300.00
320	FIRE HYDRANTS	EA	4.0	\$9,250.00	\$37,000.00
330	CUT IN FIRE HYDRANT ON 12" EXSISTING LINE	EA	1.0	\$12,500.00	\$12,500.00
340	TIE INTO EXISTING WATER LINE	EA	2.0	\$2,500.00	\$5,000.00
350	8" GATE VALVE	EA	2.0	\$3,950.00	\$7,900.00
360	12" GATE VALVE	EA	4.0	\$6,250.00	\$25,000.00
370	2" BLOW OFF PER CITY	EA	2.0	\$5,500.00	\$11,000.00
380	AIR RELEASE PER TOOEE CITY	LS	1.0	\$10,500.00	\$10,500.00
390	12" X 8" CROSS	EA	1.0	\$3,250.00	\$3,250.00
WATER TOTAL					\$189,245.00

\$38,849.00

8" to 12"

VENDOR # _____

P.O. # _____

DEPT. # _____

DATE 8/13/25

AMOUNT \$38,849.00

SIGNATURE *Jami Grandpre*

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/12/25

DESCRIPTION OF EXPENDITURE:

VENDOR: PHAZE2

V# 17698

SOFTWARE RENEWAL FOR NETWORK FILE MONITORING

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
LICENSING	10 4136 482003	40,000.00	3,418.74	57,468.00	(20,886.74)
TOTAL:				57,468.00	

*Will complete a line item adj from 252000

REQUESTED

Chris Nielson
DEPARTMENT HEAD

REVIEWED

Sharon Wimmer
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN

Phaze2

1217 N Main St
Farmington, UT 84025
(801) 425-0019
jenna@phaze2solutions.com



Phaze2

Quote

ADDRESS
Chris Nielson
Tooele City
90 North Main Street
Tooele, Utah 84074

SHIP TO
Chris Nielson
Tooele City
90 North Main Street
Tooele, Utah 84074

QUOTE 2287
DATE 07/30/2025

SALES REP
Preston Steel

PART #	DESCRIPTION	QTY	RATE	AMOUNT
A-ADL-MDRC-T05	ADLUMIN MDR - COMPLETE (DB300:399) 1YR COMPLETE XDR & MDR EP/API/SYSLOG + 90 DAY LOGS	300	154.50	46,350.00
A-ADL-IR3-T05	ADLUMIN INCIDENT RESPONSE - MDR COMPLETE + LOG RET (DB300:399) Incident Response Subscription Max 80 Hours IR Per Year	300	9.38	2,814.00
A-ADL-LOGS-T05	1YR LOG RETENTION (DB300:399) 1YR Pre-Paid Cloud Storage Subscription Cloud Storage	300	10.80	3,240.00
A-ADL-CVS-T03	VULNERABILITY SCANNING (DB250+) 1YR Vulnerability Scanning 1 Year Vulnerability Scanning	300	16.88	5,064.00

SUBTOTAL 57,468.00

TAX 0.00

TOTAL \$57,468.00

Accepted By

Accepted Date

VENDOR # 17698
P.O. # ~~17698~~
DEPT. # 4136 - 482003
DATE 8/5/25
AMOUNT \$57,468.00
SIGNATURE *[Signature]*

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/14/25

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY

V# 09566

FORD F150 CREW CAB FOR WASTE WATER

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	52 5220 748000	65,000.00	0.00	50,348.00	14,652.00
TOTAL:				50,348.00	

REQUESTED Is Jaime Grandpre
 DEPARTMENT HEAD

REVIEWED Sharon Wimmer
 FINANCE DIRECTOR

APPROVED _____
 MAYOR

APPROVED _____
 COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Water Rec

Vendor: Ken Garff Vendor #: 09566
Account #: 52-5220-748000 Date: 8/13/25
Amount: \$ 50,348.00 Signature: [Signature]

Item(s) Description: New Ford F150

Reason for Purchase: To replace old truck

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:

2025 F-150

F-150

200A

Crew Cab
5.5' Bed



Exterior Color
OXFORD WHITE



Interior Color
BLACK

NO IMAGE
AVAILABLE

Window Sticker

Invoice

18 City / 23 Hwy
EPA Estimated MPG

Power & Handling

2.7L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

Ken Garff Fleet Price:

\$50,348.00

Exterior Features

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK & DARK GRAY
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP
- (ON/OFF)
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

Interior Features

- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP,
- COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

Functional

- AM/FM STEREO
- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT

VENDOR # _____

P.O. # _____

DEPT. # 52-5220-748000

DATE 8/13/25

AMOUNT \$50,348.00

SIGNATURE *Ken Garff*

- CLASS IV TRAILER HITCH W/
- SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORDPASS CONNECT 5GWI-FI
- HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REVERSE SENSING AND
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS
- TIRE PRESSURE MONIT SYS

Warranty

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

Options

- 2025 MODEL YEAR
- OXFORD WHITE
- BLACK STX CLOTH 40/CON/40
- EXTENDED RANGE 36GAL FUEL TAN
- 2.7L V6 ECOBOOST
- ELEC TEN-SPEED AUTO TRANS
- 275/60R20 BSW ALL-TERRAIN
- 3.55 RATIO REGULAR AXLE
- 6650# GVWR PACKAGE
- JOB #2 ORDER
- FRONT LICENSE PLATE BRACKET
- 50 STATE EMISSIONS
- MOBILE OFFICE PACKAGE
- 20" DARK GRAY W/MACH ALUM WHLS
- INTEGRATED TRAILER BRAKE CONT
- WMI GVW CLASS II AIRBAG W/SIDE
- EQUIPMENT GROUP 200A
- COLOR-COORDINATED CARPET
- MANUAL AIR CONDITIONING
- AM/FM STEREO
- LED FOG LAMPS
- EXTENDED RANGE 36GAL FUEL TANK
- STX SERIES
- STX CLOTH 40/CON/40
- BLACK
- PRIVACY GLASS W/REAR DEFROSTER

Dealer Add-ons

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/14/25

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY

V# 09566

2025 FORD SUPER DUTY F350 WHITE VIN# 1FT8X3BT6SED78711

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	51 5120 748000	145,000.00	0.00	76,732.43	68,267.57
TOTAL:				76,732.43	

REQUESTED

Is Jaime Escandore
 DEPARTMENT HEAD

REVIEWED

Sharon Wimmer
 FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Water

Vendor: Ken Garff West Valley Vendor #: 09566
Account #: 51-5120-748000 Date: 8/13/25
Amount: \$ 76,732.43 Signature: [Signature]

Item(s) Description: 2025 Ford F350 Super Duty with a service bed

Reason for Purchase: With the additional employee we needed another truck.
We need a truck that can tow the vac trailer.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

08/12/2025

DATE OF SALE:

DEAL# 58298
CUST# 5147559KEN GARFF WEST VALLEY FORD
4091 W 3500 S
WEST VALLEY CITY, UT 84120

TOOELE CITY

PURCHASER'S NAME

90 N MAIN ST

STREET ADDRESS

TOOELE

TOOELE

UT

84074

CITY

COUNTY

STATE

ZIP CODE

RES. PHONE

(435) 241-2173

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW XX	USED	DEMO	YEAR 2025	MAKE FORD	SERIES SUPER DUTY F-350 SRW	BODY TYPE EXTENDED CAB PICKUP - LONG BOX	CYL 8	COLOR OXFORD WHITE
V.I.N. 1FT8X3BT6SED78711		ODOMETER 5		STOCK NO. SED78711		DEL. DATE 08/12/2025		SALESPERSON STEPHANIE SMITH
PURCHASE PRICE AND OTHER SUMS DUE					THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN			
1. CASH PRICE OF VEHICLE					64,817.00			
2. ACCESSORIES/OPTIONS					11,915.43			
3. N/A					N/A			
4. N/A					N/A			
5. N/A					N/A			
6. TOTAL CASH PRICE (add lines 1-5)					76,732.43			
7. MFR. REBATE \$					N/A			
8. PORTION/REBATE APPLIED TO PURCHASE					N/A			
9. SUBTOTAL (lines 6 minus 8)					76,732.43			
TRADE-IN AND/OR OTHER CREDITS					NOTICE ONLY TO BUYERS OF USED VEHICLES			
YEAR/MAKE					ODOMETER			
SERIES					BODY TYPE			
V.I.N.								
*BALANCE OWED ON TRADE-IN:								
BALANCE OWED TO:								
ADDRESS:								
PAYOFF					GOOD			
VERIFIED BY:					UNTIL:			
DATE OF VERIFICATION					ACC.#:			
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.								
10. TRADE-IN ALLOWANCE					N/A			
11. BALANCE OWED ON TRADE-IN*					N/A			
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)					N/A			
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)					N/A			
14. TOTAL CREDITS (total lines 12 & 13)					0.00			
15. SUBTOTAL FROM LINE 9					76,732.43			
16. SERVICE CONTRACT					N/A			
17. DEALER DOCUMENTARY SERVICE FEE					N/A			
18. N/A					N/A			
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)					76,732.43			
20. TRADE ALLOWANCE ** (line 10)					N/A ** If lease, no tax credit			
21. NET TAXABLE AMOUNT (line 19 minus line 20)					\$ 76,732.43			
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"					N/A			
23. UTAH LICENSE AND REGISTRATION FEES					N/A			
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES					N/A			
25. UTAH EMISSIONS TEST FEE					N/A			
26. UTAH WASTE TIRE RECYCLING FEE					N/A			
27. N/A					N/A			
28. N/A					N/A			
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)					76,732.43			
30. TOTAL CREDITS (line 14)					0.00			
31. BALANCE DUE (total line 29 minus 30)					76,732.43			
DAY 12 MONTH AUGUST YEAR 2025								

Purchaser has arranged insurance on vehicle through

Insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE
OF PURCHASER

N/A

DATE 08/12/2025

VEHICLE TO BE
TITLED IN NAME OF TOOELE CITYSIGNATURE
OF CO-PURCHASER

DATE N/A

SIGNATURE
OF SELLER

DATE 08/12/2025

VENDOR # _____

P.O. # _____

DEPT. # 51-5120-748000

DATE 8/13/25

AMOUNT \$76,732.43

SIGNATURE *[Signature]*

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

08/14/25

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY

V# 09566

2020 FORD RANGER WHITE VIN# 1FTER4FH3LLA46618 FOR UTILITY TECHNICIAN

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	51 5120 748000	145,000.00	76,732.00	14,340.00	53,928.00
AUTOS & TRUCKS	52 5220 748000	65,000.00	50,348.00	14,340.00	312.00
AUTOS & TRUCKS	53 5300 74800	0.00	0.00	7,170.00	(7,170.00)
TOTAL:				35,850.00	

*WILL NEED LINE ITEM ADJ

REQUESTED *K/ Jaime Grandpre*
 DEPARTMENT HEAD

REVIEWED *Sharon Wimmer*
 FINANCE DIRECTOR

APPROVED _____
 MAYOR

APPROVED _____
 COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works for Finance

Vendor: Ken Garff West Valley

Vendor #: 09504

Account #: _____

Date: 8/13/25

Amount: \$ 35,850.00

Signature: [Signature]

Item(s) Description: 2020 Ford Ranger

Reason for Purchase: Vehicle needed for new meter tech position

Approval:

Signature _____

PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:

40% Water 51-5120-748000 \$14340.00
40% sewer 52-5220-748000 \$14340.00
20% garbage 53-5300-748000 \$7170.00

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

08/07/2025

DEAL# 58201
CUST# 5147559KEN GARFF WEST VALLEY FORD
4091 W 3500 S
WEST VALLEY CITY, UT 84120

TOOELE CITY

DATE OF SALE:

90 N MAIN ST

PURCHASER'S NAME

TOOELE

TOOELE

UT

84074

CITY

COUNTY

STATE

ZIP CODE

(435) 241-2173

RES. PHONE

BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
	XX		2020	FORD	RANGER	CREW CAB PICKUP - SHORT BED	4	WHITE
V.I.N.			ODOMETER		STOCK NO.		DEL. DATE	
1FTR4FH3LLA46618			31601		LLA46618C		08/07/2025	
SALESPERSON			STEPHANIE SMITH					
PURCHASE PRICE AND OTHER SUMS DUE								
1. CASH PRICE OF VEHICLE 35,600.00								
2. ACCESSORIES/OPTIONS 250.00								
3. N/A N/A								
4. N/A N/A								
5. N/A N/A								
6. TOTAL CASH PRICE (add lines 1-5) 35,850.00								
7. MFR. REBATE \$ N/A								
8. PORTION/REBATE APPLIED TO PURCHASE (N/A								
9. SUBTOTAL (lines 6 minus 8) 35,850.00								
TRADE-IN AND/OR OTHER CREDITS								
YEAR/MAKE			ODOMETER					
SERIES			BODY TYPE					
V.I.N.								
*BALANCE OWED ON TRADE-IN:								
BALANCE OWED TO:								
ADDRESS:								
PAYOFF			GOOD					
VERIFIED BY:			UNTIL:					
DATE OF			ACC.#:					
VERIFICATION								
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:								
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.								
10. TRADE-IN ALLOWANCE N/A								
11. BALANCE OWED ON TRADE-IN* N/A								
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11) N/A								
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 9) N/A								
14. TOTAL CREDITS (total lines 12 & 13) 0.00								
15. SUBTOTAL FROM LINE 9 35,850.00								
16. SERVICE CONTRACT N/A								
17. DEALER DOCUMENTARY SERVICE FEE N/A								
18. N/A N/A								
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18) 35,850.00								
20. TRADE ALLOWANCE ** (line 10) N/A ** If lease, no tax credit								
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 35,850.00								
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT" N/A								
23. UTAH LICENSE AND REGISTRATION FEES N/A								
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES N/A								
25. UTAH EMISSIONS TEST FEE N/A								
26. UTAH WASTE TIRE RECYCLING FEE N/A								
27. N/A N/A								
28. N/A N/A								
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28) 35,850.00								
30. TOTAL CREDITS (line 14) 0.00								
31. BALANCE DUE (total line 29 minus 30)								
DAY 07 MONTH AUGUST YEAR 2025 35,850.00								
THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN								
☐ Title (if not, explain):								
REGISTRATION ☐ POWER OF ATTORNEY ☐ ODOMETER STATEMENT ☐ TRADE-IN APPRAISAL ☐ AUTHORIZATION FOR PAYOFF ☐ MANUFACTURED OUT OF COUNTRY ☐								
NOTICE ONLY TO BUYERS OF USED VEHICLES								
The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.								
I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.								
X								
FINANCING DISCLOSURE								
INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.								
PURCHASER AGREES TO ARRANGE FINANCING								
"A" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.								
SIGNATURE OF PURCHASER								
SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING								
"B" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:								
INTEREST RATE BETWEEN N/A% AND N/A% PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.								
(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.								
(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO UTAH CODE ANN. SECTION 41-3-40.								
(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:								
(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;								
(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND								
(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.								
(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.								
(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN AS NOTED IN THE DOCUMENT OF SALE.								
(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:								
(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS								
(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND								
(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.								
(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.								
SIGNATURE OF PURCHASER								
SIGNATURE OF SELLER								
OTHER TERMS AGREED TO: NONE ☒ AS FOLLOWS ☐								

Purchaser has arranged insurance on vehicle through

Insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER _____ DATE 08/07/2025

VEHICLE TO BE TITLED IN NAME OF TOOELE CITY

SIGNATURE OF CO-PURCHASER _____ DATE N/A

SIGNATURE OF SELLER _____ DATE 08/07/2025

VEHICLE DESCRIPTION

RANGER



2020 SUPERCREW 4X4
LARIAT 126.8" WHEELBASE
2.3L ECOBOOST ENGINE
ELEC 10-SPEED AUTO TRANS

LL A46618

EXTERIOR
WHITE PLATINUM TRI-COAT
INTERIOR
EBONY LEATHER SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE IN THE BASE PRICE BELOW

- EXTERIOR**
- AUTO HIGH BEAMS
 - DAYTIME RUNNING LIGHTS
 - DEFROSTER, REAR W/PRIVACY
 - FOG LAMPS
 - LED HEADLAMPS
 - LED TAILLAMPS
 - MIRRORS, DUAL POWER HEATED
 - PICKUP BOX TIE DOWN HOOKS
 - REAR WINDOW, SLIDING
 - STOP LAMP, HIGH MOUNT CTR
 - TAILGATE, REMOVABLE W/LOCK
 - TOW HOOKS
- INTERIOR**
- AMBIENT LIGHTING
 - CONSOLE, OVERHEAD
 - FLOOR COVERING, C/K CARPET
 - SEAT, 8-WAY PWR W/LUMBAR
 - SEATS, FRT HEATED LEATHER
 - TILT/TELESCOPING LEATHER
 - WRAPPED STEERING WHEEL
 - UNIVERSAL GEARAGE DOOR OPENER
 - VISORS, DUAL ILLUMINATED
- FUNCTIONAL**
- 110V OUTLET
 - 4X4 SYSTEM, ESOF
 - A/C, DUAL ZONE ELECTRONIC
 - BLIS W/CROSS TRAFFIC
 - EASY FUEL CAPLESS FILLER
 - ELEC PWR ASSIST STEERING
 - ENGINE BLOCK HEATER
 - FORDPASS™ CONNECT
 - FORDW. & REV SENSING SYSTEM
 - INTELLIGENT ACCESS
 - LANE KEEPING SYSTEM
 - PRE-COLLISION ASSIST W/AEB
 - REAR VIEW CAMERA
 - SYNC® 3
- SAFETY/SECURITY**
- AIR BAGS, DRIVER & PASS
 - CHILD SEAT TETHERS
 - PASSIVE ANTI-THIEF SYSTEM
 - SAFETY BELTS, ADJUSTABLE
 - TIRE PRESSURE MONITOR SYS
- WARRANTY**
- 3 YEAR/60,000 KM BASIC
 - 5 YEAR/100,000 KM POWERTRAIN
 - ROADSIDE ASSISTANCE 24 HRS

INCLUDED ON THIS VEHICLE

- EQUIPMENT GROUP 501A**
- LARIAT SERIES
 - SYNC3 B&O, HD, XM, NAV, 10-SPKRS
 - TECHNOLOGY PACKAGE
 - REMOTE START SYSTEM
- OPTIONAL EQUIPMENT/OTHER**
- 2020 MODEL YEAR
 - FEDERAL EXCISE TAX
 - WHITE PLATINUM TRI-COAT
 - 265/60R18 OFF-ROAD ALL-SEASON TIRE
 - ADAPTIVE CRUISE CONTROL
 - FX4 OFF-ROAD PACKAGE
 - ELECTRONIC LOCKING DIFF
 - BLACK APPEARANCE PACKAGE
 - 18" BLACK PAINTED ALUM WHL
 - BEDLINER-TOUGHBED SPRAYIN
 - RUNNING BOARDS-5" RECT-BLACK
 - 50 STATE EMISSIONS
 - TRAILER TOW PACKAGE

(MSRP)*

3,000.00

100.00

950.00

1,400.00

2,495.00

NO CHARGE

600.00

(MSRP)*

\$42,619.00

8,145.00

50,784.00

1,950.00

TOTAL VEHICLE & OPTIONS/OTHER

DESTINATION & DELIVERY

"THIS VEH. NOT INTENDED FOR SALE OR REGISTRATION IN US" RETAIL PRICE EXCLUDES GST/HST

Canada

ENERGUIDE

Fuel Consumption / Consommation de carburant

10.9 L/100 km city route

11.8 L/100 km highway route

9.8 L/100 km combined

26 mi/gal

Standard pickup trucks range from 15.0 to 26.0 mi/gal

Les camionnettes ordinaires font entre 15.0 et 26.0 mi/gal

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Standard pickup trucks range from 15.0 to 26.0 mi/gal

Les camionnettes ordinaires font entre 15.0 et 26.0 mi/gal

Gasoline Vehicle
véhicule à essence

Annual fuel cost

\$2,834

for an annual distance of 20,000 km, and an average fuel price of \$1.30 per litre

pour une distance annuelle de 20,000 km, et un prix moyen du carburant de 1,30 \$ par litre

Annual fuel cost

pour une distance annuelle de 20,000 km, et un prix moyen du carburant de 1,30 \$ par litre

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Annual fuel cost

pour une distance annuelle de 20,000 km, et un prix moyen du carburant de 1,30 \$ par litre

Carbon Dioxide Rating / Indice de dioxyde de carbone

4

256 g CO₂/km

Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

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Best-in-class

Best-in-class

Best-in-class

Best-in-class

Best-in-class

U.S. GOVERNMENT SAFETY RATINGS

Overall Vehicle Score / Cote globale du véhicule

★★★★★

★★★★★

★★★★★

★★★★★

★★★★★

★★★★★

★★★★★

★★★★★

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★★★★★

U.S. NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Star ratings range from 1 to 5 stars (*****), with 5 being the highest

Les cotes varient de 1 à 5 étoiles (*****), 5 étant la cote la plus élevée.

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Les cotes varient de 1 à 5 étoiles (*****), 5 étant la cote la plus élevée.

Source: U.S. National Highway Traffic Safety Administration

For more information / Pour de plus amples renseignements

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• Locate your vehicle and check approximate fuel range

• Receive vehicle health alerts

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• Connect up to ten Wi-Fi-equipped devices.

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City Council Work Meeting Minutes

Date: August 6, 2025

Time: 5:30 p.m.

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen (*joined at 5:41 p.m.*)
Maresa Manzione
Melodi Gochis

Staff Present

Mayor Debbie Winn
Matt Johnson, City Attorney
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Shannon Wimmer, Finance Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Police Chief Adrian Day
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director
Chris Nielson, IT Director
Chris Sloan, Planning Commissioner
Jon Gossett, Planning Commissioner
Kelley Anderson, Planning Commissioner

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

Chairman Brady opened the meeting at 5:32 p.m.

2. Roll Call

Councilwoman Manzione, Present
Councilwoman Gochis, Present
Councilman Hansen, Present
Councilman McCall, Present
Chairman Brady, Present

3. **Mayor's Report**

Mayor Winn reported that the City had begun drilling the first of two planned test wells within the past week and expected results in approximately three to four weeks. If successful, the City would proceed with drilling a permanent production well at the site.

She then addressed a recent structure fire that occurred the previous Thursday evening on the northwest side of town. The fire escalated rapidly and resulted in a complete loss of one residence. She expressed gratitude to law enforcement for evacuating nearby residents and to the volunteer fire department for their quick response under difficult conditions. She explained that response efforts were significantly hampered by onlooker traffic, which blocked roadways and delayed access for emergency personnel – many of whom were volunteers arriving in personal vehicles without emergency lights or sirens. She strongly urged residents to avoid emergency scenes and allow responders full access, emphasizing that lives and property could be at stake.

Mayor Winn concluded by sharing a KSL news segment highlighting Tooele's economic growth, which featured the expansion of Leitner-Poma, a ski lift and gondola manufacturer. The company had chosen Tooele for its North American manufacturing operations and had already hired 80 employees, with plans to reach 130. She noted the role of state-issued tax incentives – clarifying that no local property tax funds were used – and pointed out that Tooele City had not offered tax incentives to any business for the past seven years. She emphasized that the City's reputation and pro-business environment were now the primary drivers for attracting new development. Mayor Winn thanked Mr. Perez for arranging the segment and expressed appreciation to KSL and Deanie Wimmer for spotlighting the City's achievements.

4. **Council Members' Report**

Councilwoman Manzione reported that the Wizard Fest event at the Ritz Theatre, featuring the second Harry Potter film, was well attended and encouraged continued public support of theater events. She reminded the Council and public that the final "Fridays on Vine" concert would be on August 8th and would feature a Celtic rock band. She noted ongoing RDA meetings involving the Peterson Industrial Park, Broadway area revitalization planning, and interest from EDC Utah and other businesses near Leitner-Poma. She also mentioned participation in pre-development meetings reflecting continued economic interest in the city.

Additionally, she attended the KSL interview taping, ribbon cuttings at the Dalton Learning Lodge and Nat-Su Healthcare Clinic, and a meeting with Utah Representative Celeste Maloy. She concluded by highlighting the National Night Out Against Crime event, which provided valuable information to residents.

Councilwoman Gochis reported that she toured the Walmart distribution center on July 17, where she learned about its operations and how it supports approximately 77 Walmart stores. She noted the hosts were gracious and the process was fascinating. On July 30, she attended the ribbon cutting for the Dalton Learning Lodge at the Ophir Education Center and expressed excitement about its potential. She also attended a meeting with Representative Maloy at the Chamber of Commerce on August 4, where he discussed recent federal legislation and listened to local concerns. Councilwoman Gochis also toured the new Stansbury Junior High School earlier that day and described the facility as beautiful.

Councilman Hansen apologized for arriving late and remarked that he had seen part of the KSL segment while entering the room. He reported attending a recent "Meet the Candidates" night but said he spent the entire time answering residents' questions about Tooele City and did not have a chance to speak with any of the candidates.

He also provided an update on the Local Homeless Council (LHC), which he chairs. He said the group had fallen apart in recent months, but he and co-chair Karen Kuipers had been working to reorganize it and had reached out to about 20 individuals to rejoin.

Additionally, Councilman Hansen reported attending the County Fair, stock show, and auction, noting that he spent about eight hours at the auction on Saturday and enjoyed seeing his grandkids participate. He said the fair felt somewhat scaled back this year but expressed appreciation that 4-H remained active and praised the County for putting on the event, including the demolition derby and rodeo.

Councilman McCall reported that he participated in the tour of the Walmart Distribution Center and also attended the recent "Meet the Candidates" night. He stated that he met with Representative Maloy during her visit and thanked her for following through on her earlier commitment – made during her initial campaign – to return and meet with local officials once in office. He expressed appreciation for her follow-up, noting that many elected officials do not return after being elected. He also attended a recent pre-development meeting regarding a potential new company and expressed optimism about its future presence in Tooele.

Chairman Brady reported that he attended many of the same recent events as the other council members. He also participated in the City's regular weekly meeting with the Mayor and department heads and expressed appreciation for City staff, noting the significant behind-the-scenes work they perform. He thanked them for their dedication and concluded his report.

5. Discussion Items

a. Discussion on a Land Use Map Amendment for the Desert Rose Business Lofts Proposed by Amy Johnson of Y Street Capital to Re-Assign the Land Use Designation for Approximately 4.9 Acres Located at 105 East 1000 North from Mixed Use (MU) to Light Industrial (LI)

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the proposal which sought to change the land use designation from Mixed Use to Light Industrial in order to facilitate a rezoning that would allow for small-lot contractor staging yards. Mr. Aagard explained that the original plan for a mixed-use townhome development had been abandoned due to insufficient water availability. The current proposal involved mostly dry lots for contractor storage, with minimal or no office space and limited water usage.

Mr. Aagard noted that the Light Industrial zoning designation was already present in surrounding areas and compatible with several permitted uses, including office and commercial functions, though it did not allow heavy industrial uses. He clarified that while some fencing might be required – particularly where Light Industrial zoning bordered residential areas – the City's code did not mandate aesthetic fencing across the board. However, a conditional use permit could be used to require additional mitigation measures if needed.

Chairman Brady expressed concern about the broad range of permitted uses within the Light Industrial zone and questioned whether the proposed development might ultimately result in less desirable outcomes, such as storage units, despite the developer's stated intent. Councilwoman Manzione echoed this concern and asked whether fencing or other aesthetic conditions could be required. Mr. Aagard responded that while zoning approvals generally could not be conditioned on specific uses, conditional zoning was an option worth exploring, subject to legal review.

Several council members, including Councilman Hansen and Councilman McCall, shared concerns about the visual impact of large equipment at contractor yards along 1000 North and Main Street, which are highly visible and heavily trafficked. Councilwoman Manzione noted a preference for

contractor yards over storage units due to more limited hours of operation and less potential for nuisance.

The Council discussed the possibility of refining the zoning code to better differentiate between the wide variety of uses allowed in the Light Industrial zone. Mr. Aagard indicated that staff would be willing to revisit permitted uses and zoning classifications in a future work session.

The proposal was scheduled for a public hearing before the Planning Commission and would return to the Council for formal consideration at a future business meeting.

b. Business Park Zoning

Presented by John Perez, Economic Development Director

The Council held a discussion regarding zoning boundaries within the City's business park, led by Economic Development Director John Perez. He presented the most current concept plan, which included proposed divisions for retail/office, light industrial, and heavy industrial zones based on existing parcel ownership and site topography. Mr. Perez explained that heavy industrial uses were proposed west of the 1200 West alignment, with light industrial and commercial/retail uses to the east. A 66-foot right-of-way along the eastern edge near 700 South was included in the design to buffer nearby residential areas and allow for double frontage lots, addressing resident feedback.

Mr. Perez noted that some businesses were interested in parcels near the detention basin due to potential rail access via individual spurs. He and Mayor Winn clarified that a previously proposed city-wide rail system through the park had been removed due to cost and feasibility, though private spurs were still possible on properties adjacent to the existing rail line.

Mayor Winn also provided an update on the planned extension of Tooele Boulevard to SR-36, stating that the Army Corps of Engineers had issued a permit allowing UDOT to begin design work. The City hoped to finalize the easement by year-end, enabling construction of a temporary road until UDOT could fund the full project.

Chairman Brady and Councilwoman Gochis inquired about the land use surrounding the southern parcels of the industrial area – specifically parcels 20, 21, and 15. It was clarified that these parcels bordered federally owned Army land, not residential property.

Council members expressed general support for the revised layout, particularly the separation between industrial and residential areas. Councilman McCall noted that construction of the Midvalley Highway had likely been delayed until around 2040. Councilwoman Manzione added that the City had been working consistently with UDOT and the Army Corps to advance the easement process.

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady stated that the Council would be moving into a closed session to discuss litigation.

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

The public meeting recessed at 6:16 p.m. and the Council reconvened in the conference room for the Closed Session.

Chairman Brady called the Closed Session to order at 6:19 p.m.

Roll Call: Councilman Ed Hansen, Councilwoman Melodi Gochis, Councilwoman Maresa Manzione, Chairman Justin Brady, Councilman Dave McCall

Also in attendance: Mayor Debbie Winn; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Police Chief Adrian Day; Paul Hansen, Contract City Engineer; Shannon Wimmer, Finance Director; Andrew Aagard, Community Development Director; Darwin Cook, Parks and Recreation Director

7. **Adjourn**

Chairman Brady adjourned the meeting at 6:31 p.m.

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

Approved this ____ day of August, 2025

Justin Brady, City Council Chair

City Council Business Meeting Minutes

Date: August 6, 2025

Time: 7:00 p.m.

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen
Maresa Manzione
Melodi Gochis

Staff Present

Mayor Debbie Winn
Matt Johnson, City Attorney
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Shannon Wimmer, Finance Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Police Chief Adrian Day
Darwin Cook, Parks and Recreation Director
Chris Nielson, IT Director
Chris Sloan, Planning Commissioner
Jon Gossett, Planning Commissioner
Kelley Anderson, Planning Commissioner

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady opened the meeting at 7:00 pm and led the Pledge of Allegiance

2. Roll Call

Councilwoman Manzione, Present
Councilwoman Gochis, Present
Councilman Hansen, Present
Councilman McCall, Present
Chairman Brady, Present

3. Tooele County Health Department 2024 Annual Report

Presented by Grant Sunada, TCHD Executive Director/Health Officer

Mr. Sunada introduced himself and presented the department's 2024 Annual Report. He shared his personal and professional background in public health, emphasizing his passion for community

engagement and wellness. Mr. Sunada reflected on his transition to Tooele from San Juan County and expressed admiration for the area's growth and community values.

Key highlights from the report included the department's work with the Resisting Alcohol and Drugs Prevention Advocacy Coalition (RAD PAC), expansion of suicide prevention training through QPR (Question, Persuade, Refer), and increased food safety inspections due to population growth. He also highlighted improvements in hazardous waste disposal logistics and a significant rise in public health nurse home visits, particularly with emotional development screenings for children.

Additional updates included increased demand for infectious disease testing, preparations for upcoming flu and measles prevention in schools, and a 10% rise in WIC program clients. Mr. Sunada noted a 7% increase in breastfeeding initiation, supported by certified lactation consultants, and recognized the department's receipt of a national award for its Next Chapter mental health program for older adults.

Council discussion followed, with Chairman Brady inquiring about a discontinued local farmer's market voucher program. Staff explained that funding had ended but a similar program still exists for low-income seniors. Councilwoman Manzione expressed appreciation for the department's engagement at the recent prevention conference and emphasized the importance of community collaboration in addressing local mental health and substance use challenges.

Mr. Sunada concluded by inviting ongoing dialogue and collaboration with the Council and community.

4. **Public Comment Period**

At 7:19 p.m., Chairman Brady opened the floor for public comments. There were none. The floor was closed.

5. **Resolution 2025-68 A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Matthew C. Johnson to the Position of Tooele City Attorney**

Presented by Mayor Debbie Winn

Mayor Winn presented Resolution 2025-68, recommending the appointment of Matthew C. Johnson as Tooele City Attorney. She noted that Mr. Johnson had earned his Juris Doctor degree from the S.J. Quinney College of Law at the University of Utah and had been licensed with the Utah State Bar for nearly 23 years. He had served the City of Tooele for the past 17 years as an Assistant City Attorney. Mayor Winn praised Mr. Johnson's calm demeanor, deep legal knowledge, and strong leadership, especially in the past month during which he effectively managed both his existing duties and those of the vacant city attorney role. Although other candidates were interviewed, Mayor Winn stated that Mr. Johnson was ultimately selected as the best fit for the position. She requested the Council's support in confirming his appointment.

Motion: Councilman McCall moved to approve Resolution 2025-68, a Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Matthew C. Johnson to the position of Tooele City Attorney. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

Mayor Winn extended her appreciation to both the attorney's office staff and Mr. Johnson's family for their support.

6. **Swearing in of Matthew Johnson as Tooele City Attorney**

Administered by Shilo Baker, City Recorder

Ms. Baker administered the Oath of Office to Mr. Johnson. After taking the Oath, Mr. Johnson expressed gratitude to the Mayor and Council for their trust, and acknowledged the efforts of his colleagues – Kelly Kylie, and Derek – for their support during the transitional period. He also thanked his family for their patience and support. The Council congratulated Mr. Johnson and welcomed him into his new role.

7. **Public Hearing and Motion on Ordinance 2025-23 An Ordinance of Tooele City Adopting the Water Use and Preservation Element to the Tooele City General Plan**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that this addition was required by state law to outline the City's efforts to preserve and wisely use its water resources. The Planning Commission had reviewed and recommended approval of the element with a few revisions: removing references to specific irrigation software and hardware, replacing the water pricing table with a general reference to where current pricing could be found, and correcting a grammatical error. These changes had been made prior to inclusion in the Council's meeting packet. Mr. Aagard gave an overview of the element's contents, which included an introduction, background on the need for water conservation, current efforts in Tooele City, and development standards that support water-wise landscaping and usage.

There were no questions from the Council. At 7:29 p.m., Chairman Brady opened the floor for members of the public to speak on the matter. No members of the public came forward, and the floor was closed.

Motion: Councilwoman Gochis moved to approve Ordinance 2025-23, an Ordinance of Tooele City adopting the Water Use and Preservation Element to the Tooele City General Plan.

Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

8. **Public Hearing and Motion on Ordinance 2025-24 An Ordinance of Tooele City Reassigning the Zoning Map Designation from MU-160 Multiple Use Zone to R1-7 Residential Zone for Approximately 0.81 Acres of Property Located at Approximately 600 South Canyon Road**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that the amendment was largely a housekeeping item intended to unify the parcel under a single zoning designation to allow for subdivision into four residential lots. The MU-160 zone, intended for conservation and low-impact uses, conflicted with the applicant's proposed residential development. The City's land use map supported the change, designating the area as medium-density residential.

Council Members asked questions regarding traffic impacts, road improvements, and lot access. Mr. Aagard noted that two of the proposed lots would access Canyon Road, while the other two would use an easement to Main Street through the Wigwam property. He confirmed that the property owner would be required to improve the Canyon Road frontage but that further access road improvements would be addressed during the subdivision process.

There being no further questions from the Council, Chairman Brady opened the floor for the public to speak on the matter at 7:36 p.m. There were no comments. The floor was closed.

Motion: Councilman Hansen moved to approve Ordinance 2025-24, an Ordinance of Tooele City reassigning the zoning map designation from MU-160 Multiple Use Zone to R1-7 Residential Zone for approximately 0.81 acres of property located at approximately 600 South

Canyon Road. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

9. **Ordinance 2025-25 An Ordinance of Tooele City Updating the City Code by Amending Tooele City Code Title 10 (Traffic Code) Chapter 3 Part 5 and Part 24**

Presented by Adrian Day, Police Chief

Chief Day presented Ordinance 2025-25, which proposed amending Title 10 of the Tooele City Code to eliminate outdated or redundant provisions regarding parking on roadways without curbs. He explained that Section 10-3-24 had proven difficult to enforce due to vague language, particularly during appeals. In recent weeks, multiple requests had been made for enforcement of this section, prompting a review.

Chief Day noted that Tooele City Code 10-3-27, which prohibits vehicle storage in the public right-of-way, and Code 10-3-5, which prohibits obstructing traffic by allowing less than a 10-foot travel width, could sufficiently address concerns without relying on 10-3-24. After consulting with Fire Chief McCoy, it was recommended that the minimum travel width be increased to 12 feet to ensure emergency vehicle access. Chief Day stated that with those provisions in place, Section 10-3-24 could be repealed without compromising enforcement capabilities. No opposition was expressed, and Council Members indicated support for the proposed update.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-25, an Ordinance of Tooele City updating the City Code by amending Tooele City Code Title 10 (Traffic Code), Chapter 3, Part 5 and Part 24. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

10. **Resolution 2025-63 A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Hayat Gartas and Ian Hurley to the Tooele City Tree Advisory Board**

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook explained that the appointments of Hyatt Gochis and Ian Hurley were being recommended to fill two vacancies on the Tooele City Tree Advisory Board. One seat became available due to a family situation, and the other from a member choosing not to be reappointed. Mr. Cook reviewed the background of the board, noting it was formed in 2021 to help maintain the City's Tree City USA status, and operates as a seven-member volunteer body with staggered three-year terms.

Mr. Cook highlighted Ian Hurley's academic background in urban ecology at Utah State University and his interest in environmental impacts on urban living. Ms. Gartas, who was present, had a background in communications and expressed enthusiasm for community outreach, particularly in support of the City's seasonal tree giveaways. Mr. Cook shared that the board meets formally three times a year, with the annual Arbor Day event counted as a fourth meeting, and noted the new appointees would contribute to an upcoming tree replacement plan for the City Park. The Council expressed appreciation to the volunteers for their willingness to serve.

Motion: Councilwoman Gochis moved to approve Resolution 2025-63, a Resolution of the Tooele City Council consenting to the Mayor's appointment of Hayat Gartas and Ian Hurley to the Tooele City Tree Advisory Board. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

11. Resolution 2025-67 A Resolution of the Tooele City Council Approving an Agreement with Trojan Technologies Corporation for UV Disinfection Equipment

Presented by Jamie Grandpre, Public Works Director

Resolution 2025-67 was presented by City Engineer Paul Hansen on behalf of Mr. Grandpre, who was unable to attend. Mr. Hansen explained that the resolution would authorize an agreement with Trojan Technologies Corporation for the replacement and upgrade of the UV disinfection equipment at the City's reclamation facility, originally constructed in 2000. The upgrades were required to comply with state treatment standards for effluent water.

The vendor selection was based on qualifications and overall value rather than lowest bid. Trojan Technologies Corporation was selected as the highest-ranked proposer. The contract amount of \$699,018 included additional options beyond the base bid: a performance and payment bond, a three-year extended warranty, and spare parts for future maintenance. Mr. Hansen noted that these items raised the contract price from the base bid of \$633,501. The resolution presented at the meeting clarified this pricing difference and the qualification-based selection process.

Councilwoman Gochis inquired about the total life cycle cost listed at \$990,864. Mr. Hansen explained that this figure represented the estimated cost of owning, operating, and maintaining the equipment over its lifespan. He emphasized that life cycle costs can include non-monetary factors such as reliability and performance.

Staff recommended approval of the resolution, including a 10% contingency to be used at the Mayor's discretion should unexpected issues arise.

Motion: Councilwoman Manzione moved to approve Resolution 2025-67, a Resolution of the Tooele City Council approving an agreement with Trojan Technologies Corporation for UV disinfection equipment. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion carried 5-0.

12. Resolution 2025-69 A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Russell Welding Corporation for Stainless Steel Air Lines at the Water Reclamation Facility

Presented by Jamie Grandpre, Public Works Director

Resolution 2025-69 was presented by City Engineer Paul Hansen and sought to ratify a previously approved emergency agreement with Russell Welding Corporation for the installation of stainless steel air lines at the City's water reclamation facility. Mr. Hansen explained that the oxidation ditch, a critical component of the reclamation process where waste is broken down through aeration, had been at imminent risk of failure due to corrosion – despite being constructed with stainless steel.

Given the corrosive environment and the age of the system (installed in 2000), failure to act would have posed a serious threat to the facility's operations. The Council had earlier authorized emergency action, which allowed the City to proceed immediately with temporary measures. Russell Welding Corporation installed temporary lines to maintain functionality.

The resolution before the Council ratified this emergency work and authorized a total payment of \$86,233 to Russell Welding for completing the repair project.

Motion: Councilman McCall moved to approve Resolution 2025-69, a Resolution of the Tooele City Council ratifying and approving an agreement with Russell Welding Corporation for stainless steel air lines at the water reclamation facility. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. There were none opposed. The motion carried 5-0.

13. Resolution 2025-72 A Resolution of the Tooele City Council Approving a General Consulting Agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY25

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer introduced Resolution 2025-72 and explained the purpose was to seek Council approval of a general consulting agreement with WSRP, Certified Public Accountants. The agreement covered consulting services related to the preparation of Tooele City's financial statements for the fiscal year ending June 30, 2025.

Ms. Wimmer explained that WSRP's role is to assist with the preparation of financial statements ahead of the City's annual external audit, which is conducted by a separate firm. She noted that WSRP's fee varies depending on specific year-end accounting activities such as new leases or debt retirements. The agreement established a fee range of \$41,895 to \$48,825, with staff making efforts to keep costs at the lower end by completing as much preparatory work internally as possible. Approval of the resolution enabled the City to begin its year-end financial preparations.

Motion: Councilwoman Gochis moved to approve Resolution 2025-72, a Resolution of the Tooele City Council approving a general consulting agreement with WSRP Certified Public Accountants regarding the city financial statements for FY25. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. There were none opposed. The motion carried 5-0.

14. Resolution 2025-70 A Resolution of the Tooele City Council Ratifying and Approving Insurance Coverage for Insurance Period 2025-2026

Presented by Shilo Baker, City Recorder

Ms. Baker presented the Resolution, noting that the total insurance premium amounted to \$341,522.32. This total included \$115,110.79 for liability coverage, \$111,047.68 for property coverage, and \$115,363.85 for auto coverage.

She explained that the liability coverage amount appeared reduced from the prior year, while auto coverage increased, due to a change in how the Trust categorized auto-related liability – shifting it from general liability to the auto category for better alignment. The policy had renewed as of July 1, 2025, and required Council ratification at this meeting.

Motion: Councilwoman Manzione moved to approve Resolution 2025-70, a Resolution of the Tooele City Council ratifying and approving insurance coverage for the insurance period 2025-2026. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. There were none opposed. The motion carried 5-0.

15. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented one invoice for Council approval. The invoice, totaling \$33,602, was issued to Siddons Martin Emergency Group for the purchase of bunker gear – specifically fire coats, pants, and other equipment – for the Fire Department.

Motion: Councilman Hansen moved to approve the invoice as presented. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. There were none opposed. The motion carried 5-0.

16. **Minutes**

~July 16, 2025 Work Meeting

~July 16, 2025 Business Meeting

There were no corrections.

Motion: Councilwoman Manzione moved to approve the July 16, 2025 City Council Work Meeting Minutes and July 16, 2025 Business Meeting Minutes as presented. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. There were none opposed. The motion carried 5-0.

17. **Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 7:58 p.m.

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

Approved this ____ day of August, 2025

Justin Brady, City Council Chair