

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, October 15, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.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@tooelecitey.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> 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@tooelecitey.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. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2025-27** An Ordinance of the Tooele City Council Amending Tooele City Code Section 4-8-2 Regarding Road Construction Standards for Local Streets
Presented by Paul Hansen, City Engineer
6. **Public Hearing and Motion on Ordinance 2025-28** An Ordinance of Tooele City Amending the Zoning Map Pertaining to the Tooele Business Park Zoning District by Re-Assigning the Land Use Sections of the TBP Zoning Sections Map, Affecting Approximately 285.1 Acres of Property Located at Approximately 1100 West 700 South
Presented by John Perez, Economic Development Director
7. **Economic Development First Quarter Update**
Presented by John Perez, Economic Development Director
8. **Resolution 2025-80** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Speakmans Concrete Service, LLC, for the Tooele Library Stamped Concrete Project, East
Presented by Chase Randall, Library Director
9. **Resolution 2025-81** A Resolution of the Tooele City Council Approving an Agreement Change Order No. 5 with Broken Arrow Construction for England Acres Park Phase III
Presented by Darwin Cook, Parks & Recreation Director
10. **Resolution 2025-82** A Resolution of the Tooele City Council Approving an Agreement with Speakman's Concrete Services for the Installation of a Sidewalk on 200 West Between 500 North and 600 North
Presented by Jamie Grandpre, Public Works Director

11. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

12. Minutes

~September 17, 2025 Business Meeting

13. 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@tooelecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2025-27

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 4-8-2 REGARDING ROAD CONSTRUCTION STANDARDS FOR LOCAL STREETS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah’s charter cities, of which Tooele City is the only remaining such city, “the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law”; and,

WHEREAS, in addition to the municipal powers bestowed by the Utah Constitution to Charter Cities, Utah Code Section 10-8-84 enables Tooele City to “pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, the Utah Code grants authority to municipalities to regulate their public streets (see UCA 10-8-8, -8.6, -11, -23, -24, -25, -30, -32, and UCA Title 72 Chapter 3); and,

WHEREAS, TCC Chapter 4-8 regulates and establishes the standards for the construction of Tooele City’s public streets, including dead end streets and cul-de-sacs; and,

WHEREAS, the City Administration recommends an amendment to TCC Section 4-8-2 regarding the width of local streets, including private streets, as outlined in attached Exhibit A; and,

WHEREAS, this amendment is necessary in order to harmonize Tooele City Code with current practices, as well as to continue Tooele City’s compliance with House Bill 406 of the 2023 Utah Legislature established a state-wide maximum paved travel width of 32 feet for local streets, requiring the City to amend its local street asphalt width of 34 feet and right-of-way width of 60 feet to 32 feet and 58 feet, respectively (the 32 feet does not include the City’ standard curb and gutter); and,

WHEREAS, while the City’s road standards are not contained in TCC Title 7, the City Code’s zoning and development title, and may not be considered a “land use regulation” as defined by state law, still, out of an abundance of caution, the City Council convened a duly-noticed public hearing on October 15, 2025:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 4-8-2 regarding road construction standards is hereby amended as shown in Exhibit A, attached.

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:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

TCC Section 4-8-2, As Proposed

(showing highlighted additions and deletions)

**Proposed Amendments to Tooele City Code
Modification of pavement width from 34' to 32' to be in compliance with
current ROW sections**

By Resolution 2023-21, the City Council made certain modifications to Tooele City Code (TCC) Title 4 - Chapter 8 Road & Bridge Construction Standards, that brought the City into compliance with House Bill 406 of the 2023 Utah Legislature that established a state-wide maximum paved travel width of 32 feet for local streets.

It is recommended that Section 4-8(2) Street Design be modified to more fully come into compliance with House Bill 406, as proposed below. This proposal allows a provision whereby the City can approved pavement width less than 30', breaks the requirements into sub-paragraphs for clarity, and eliminates language that may be redundant.

TCC 4-8(2) Street Design

(15) All streets proposed or intended to be built, owned, or maintained as private streets shall be designed and constructed to the same standards and specifications outlined in this Chapter for public local class or larger streets.

(a) Private streets may not be reduced in width narrower than ~~30~~ 32 feet of asphalt with curb and gutter on each side unless approved otherwise thru a City Council approved Planned Unit Development (PUD), Residential Special District (RSD) or other formal Tooele City Council action. In no case shall the pavement width of a private street be less than allowed by the International Fire Code and Tooele City Code Chapter 3 - Fire Code.

(b) Any private street proposed to be narrower than ~~34~~ 32 feet of asphalt shall be required to prevent on-street parking through the provision of adequate off-street parking as outlined in Chapters 7-4 and 7-11a and through private enforcement. Land use applications that include proposed private streets that are narrower than 34 feet of asphalt shall include, and shall provide, as a part of the application, a mechanism by which perpetual private enforcement preventing on-street parking is assured. Applications that include private streets narrower than ~~34~~ 32 feet in asphalt width shall be subject to review and approval of the proposed private street design and private parking enforcement mechanism by the designated approval authority for the type of land use application, following recommendation from the Tooele City Fire Chief, Community Development Department, Public Works Department, and the City Engineer. The City Attorney shall review the proposed private parking enforcement mechanism and provide a recommendation to the approval authority on that proposed mechanism.

(c) Land use applications may propose alterations to the cross section for the street regarding sidewalks and parkstrips but shall maintain pedestrian access of at least a 5-foot width throughout the development and in compliance with requirements of the Americans with Disabilities Act (ADA).

TOOELE CITY CORPORATION

ORDINANCE 2025-28

AN ORDINANCE OF TOOELE CITY AMENDING THE ZONING MAP PERTAINING TO THE TOOELE BUSINESS PARK ZONING DISTRICT BY RE-ASSIGNING THE LAND USE SECTIONS OF THE TBP ZONING SECTIONS MAP, AFFECTING APPROXIMATELY 285.1 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1100 WEST 700 SOUTH.

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

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

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

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

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

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

WHEREAS, on June 7, 2023, City Council approved Ordinance 2023-28, creating the Tooele City Business Park Zoning District; and,

WHEREAS, the City Administration requests consideration of an amendment to the Zoning Map as to the Tooele Business Park in order to align with current

infrastructure needs and planning standards, with key changes including modifying potential lots to reflect existing and future water and sewer utilities, updating existing and proposed road layouts, revising lots and boundaries to reflect existing ownership, and eliminating the previously planned rail spur (see Staff Report attached as Exhibit A); and,

WHEREAS, the proposed amendment affects approximately 285.1 acres located at approximately 1100 West and 700 South as indicated in Exhibit B (see also Engineering Review attached as Exhibit C); and,

WHEREAS, on September 24, 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:

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

1. this Ordinance and the Zoning Map amendment proposed therein is in the best interest of the City, in that it will provide consistent zoning for current infrastructure needs and planning standards; and,
2. the Zoning Map is hereby amended for the property located at approximately 1100 West and 700 South as requested and illustrated in Exhibit B.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 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:

Matthew C. Johnson, City Attorney

Exhibit A

Staff Report

STAFF REPORT

18th September 2025

To: Tooele City Planning Commission
Business Date: 09/24/2025

From: Planning Division
Community Development Department
Economic Development Department

Prepared By: John Perez, Economic Development Director

Re: Tooele Business Park – Ordinance Amendment Request

Application No.:
Applicant: Tooele City Administration/Economic Development
Project Location: Approximately N 1100 W and 700 S
Zoning: Business Park ZMA
Acreage: 285.1
Request: Request for approval of a Business Park ZMA and Ordinance Amendment

BACKGROUND

The Tooele Business Park zoning map has been revised to align with current infrastructure needs and planning standards. Key changes include modifying potential lots to reflect existing and future water and sewer utilities, updating existing and proposed road layouts, revising lots and boundaries to reflect existing ownership, and eliminating the previously planned rail spur, which is no longer considered viable for the park's success based on analysis of costs.

ANALYSIS

Summary of Proposed Changes to Tooele Business Park

The proposed updates to the Tooele Business Park focus on improving and aligning the development with current infrastructure needs and planning standards. Key changes include:

1. Infrastructure Improvements:
 - a. Water and Sewer: Modifications are being made to better accommodate existing and planned water and sewer utilities, ensuring capacity and alignment with city infrastructure.
 - b. Roads and Access: Roadway layouts are being updated to improve traffic flow and access throughout the business park. These changes reflect current and future transportation needs, including proper connections to public road systems.
2. Property Boundary Adjustments:

- a. Parcel boundaries are being revised to more accurately reflect existing ownership and development intentions, helping reduce conflicts and streamline future development or sale of parcels.
3. Rail Spur Elimination:
- a. The previously planned rail spur is being removed from the development plans. This change reflects current economic and logistical needs, as the rail component is no longer seen as viable or necessary for the park's success.

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

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

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

STAFF RECOMMENDATION

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

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

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

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

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele Business Park Zoning Map and Ordinance Amendment Request by Tooele City for the purpose of amending the mapping and conditions of the Tooele City Business Park Zoning District, based on the findings and subject to the conditions listed in the Staff Report dated September 18, 2025.”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative positive recommendation to the City Council for the Tooele Business Park Zoning Map and Ordinance Amendment Request by Tooele City for the purpose of amending the mapping and conditions of the Tooele City Business Park Zoning District, based on the following findings.”

1. List findings...

Exhibit B

Mapping Pertinent to Zoning Map Amendment

Tooele Business Park

SITE PLAN | Concept B.4

Tooele, UT

September 4, 2025

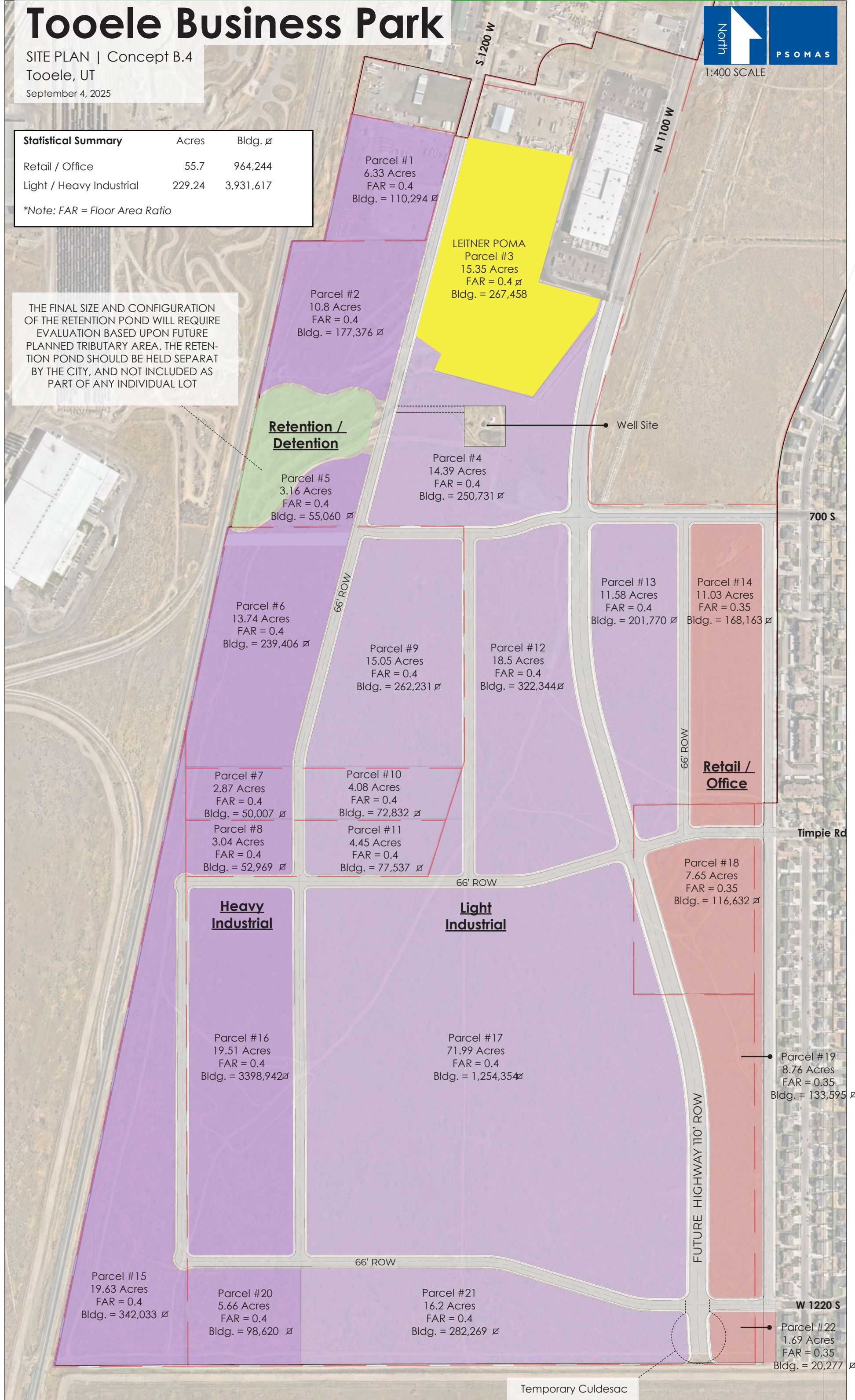


1:400 SCALE

Statistical Summary	Acres	Bldg. ⌘
Retail / Office	55.7	964,244
Light / Heavy Industrial	229.24	3,931,617

*Note: FAR = Floor Area Ratio

THE FINAL SIZE AND CONFIGURATION OF THE RETENTION POND WILL REQUIRE EVALUATION BASED UPON FUTURE PLANNED TRIBUTARY AREA. THE RETENTION POND SHOULD BE HELD SEPARAT BY THE CITY, AND NOT INCLUDED AS PART OF ANY INDIVIDUAL LOT



Parcel #1
6.33 Acres
FAR = 0.4
Bldg. = 110,294 ⌘

LEITNER POMA
Parcel #3
15.35 Acres
FAR = 0.4 ⌘
Bldg. = 267,458

Parcel #2
10.8 Acres
FAR = 0.4
Bldg. = 177,376 ⌘

Parcel #5
3.16 Acres
FAR = 0.4
Bldg. = 55,060 ⌘

Parcel #4
14.39 Acres
FAR = 0.4
Bldg. = 250,731 ⌘

Parcel #6
13.74 Acres
FAR = 0.4
Bldg. = 239,406 ⌘

Parcel #9
15.05 Acres
FAR = 0.4
Bldg. = 262,231 ⌘

Parcel #12
18.5 Acres
FAR = 0.4
Bldg. = 322,344 ⌘

Parcel #13
11.58 Acres
FAR = 0.4
Bldg. = 201,770 ⌘

Parcel #14
11.03 Acres
FAR = 0.35
Bldg. = 168,163 ⌘

Parcel #7
2.87 Acres
FAR = 0.4
Bldg. = 50,007 ⌘

Parcel #10
4.08 Acres
FAR = 0.4
Bldg. = 72,832 ⌘

Parcel #8
3.04 Acres
FAR = 0.4
Bldg. = 52,969 ⌘

Parcel #11
4.45 Acres
FAR = 0.4
Bldg. = 77,537 ⌘

Heavy Industrial

Light Industrial

Retail / Office

Parcel #16
19.51 Acres
FAR = 0.4
Bldg. = 3398,942 ⌘

Parcel #17
71.99 Acres
FAR = 0.4
Bldg. = 1,254,354 ⌘

Parcel #19
8.76 Acres
FAR = 0.35
Bldg. = 133,595 ⌘

Parcel #15
19.63 Acres
FAR = 0.4
Bldg. = 342,033 ⌘

Parcel #20
5.66 Acres
FAR = 0.4
Bldg. = 98,620 ⌘

Parcel #21
16.2 Acres
FAR = 0.4
Bldg. = 282,269 ⌘

Parcel #22
1.69 Acres
FAR = 0.35
Bldg. = 20,277 ⌘

Temporary Culdesac

Tooele Business Park

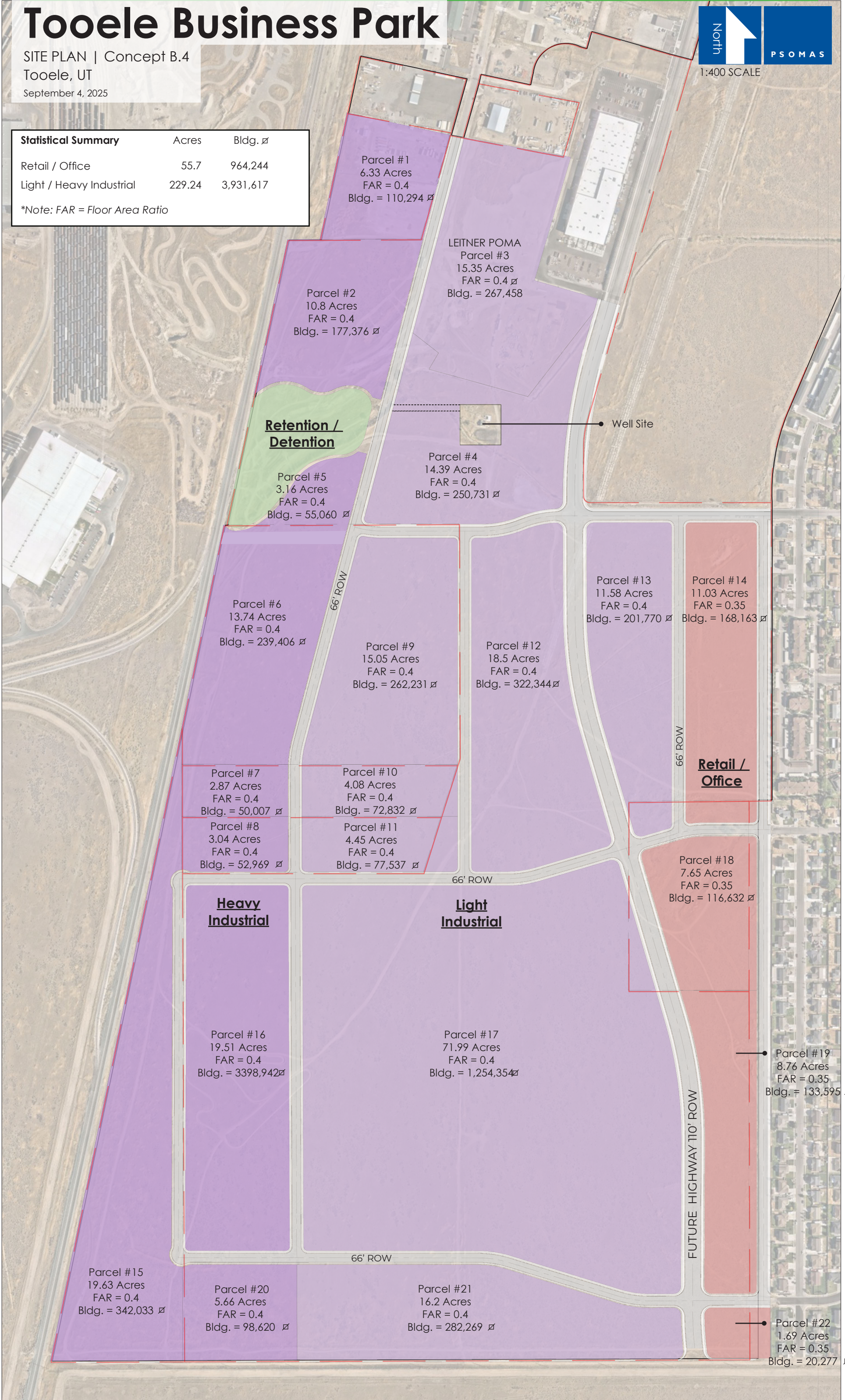
SITE PLAN | Concept B.4
Tooele, UT
September 4, 2025



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**Retention /
Detention**

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Well Site

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FAR = 0.35
Bldg. = 20,277 ⌘

66' ROW

66' ROW

66' ROW

66' ROW

FUTURE HIGHWAY 110' ROW

Tooele Business Park

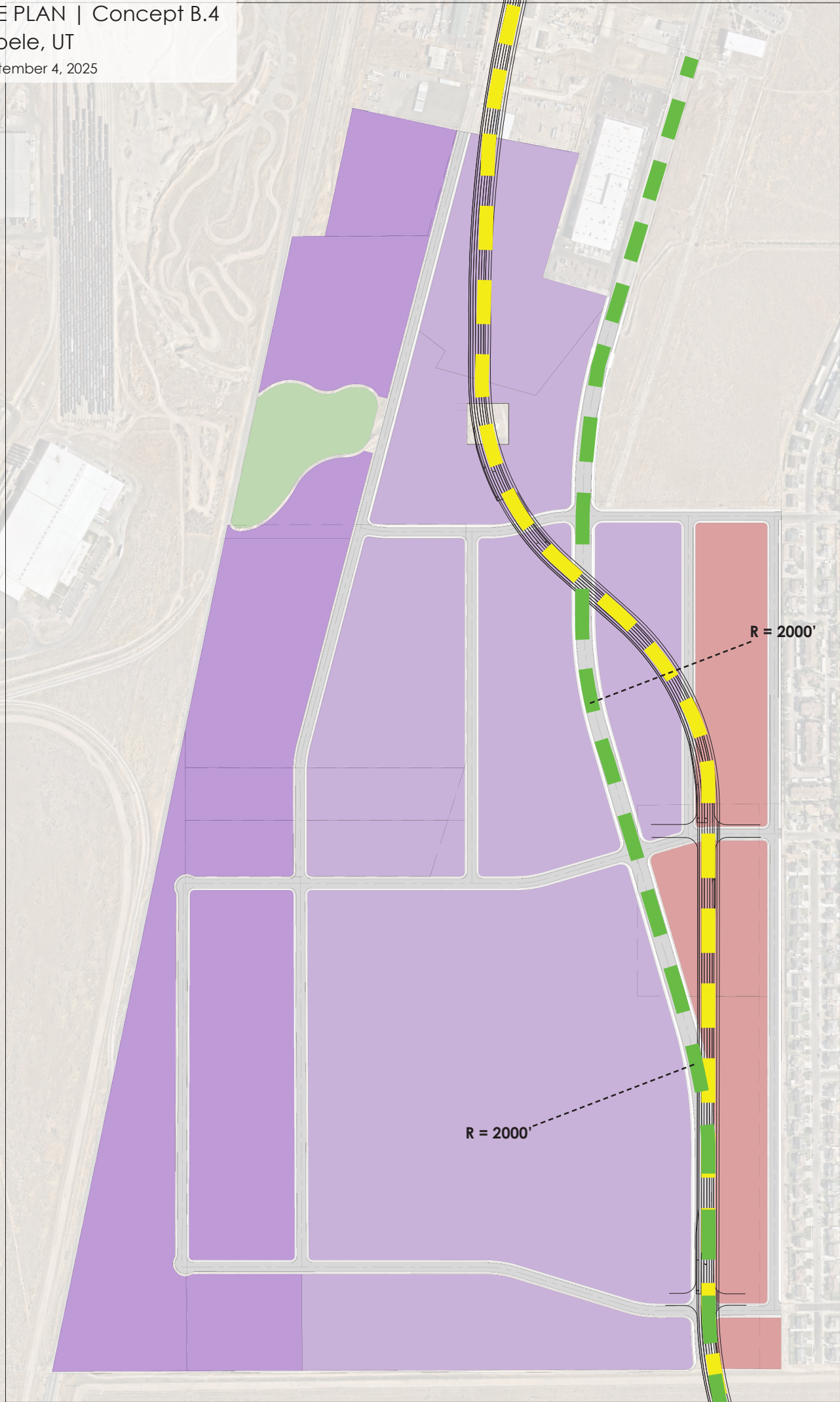
SITE PLAN | Concept B.4

Tooele, UT

September 4, 2025



1:600 SCALE



R = 2000

R = 2000'

1833' R




Highway Alignments	
	UDOT Proposed Highway Alignment
	Tooele Proposed Highway Alignment
	Highway 36

Exhibit C

Tooele Business Park Engineering Review

August 6, 2025

John Perez, MPA
Economic Development Director
Tooele City Corporation
90 North Main Street
Tooele, UT 84074

Re: Preliminary Engineering for the Concept Tooele Business Park

Dear John:

The following report provides a preliminary engineering assessment of the proposed Tooele Business Park located in Tooele, Utah. This report addresses high-level site access, site grading and earthwork, stormwater drainage features and potential retention/detention, water requirements, and sanitary sewer loading.

SITE ACCESS

The existing site lies in southwest Tooele and is bounded by the Tooele Army Depot to the south, Union Pacific Railroad mainline track to the west, current industrial businesses to the north, and residential subdivisions to the east. Site access is from the future highway (currently, 1100 West) from both the north and south. The southern end of the highway will connect to Highway 36 within the federal parcel. The site can also be alternatively accessed from the north on 1200 West and from three (3) roads (W 700 S, Timpie Road, and W 1220 S) coming from the east through the residential neighborhoods. The 3 access points from the east all connect to the retail/office parcels along the east edge of the development.

GRADING AND EARTHWORK

The existing site slopes to the west-northwest at an approximate slope of 3.6 percent. Currently, there are native grasses and shrubs with miscellaneous unimproved roads and small drainage(s) throughout the site. Preliminary earthwork and grading numbers are based on the existing site topography and the concept layout located in Appendix A.

11456 South Temple Drive
Suite 200
South Jordan, UT 84095

Tel 801.270.5777
www.Psomas.com

Tooele City
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 Preliminary Engineering for the Concept Tooele Business Park

Grading/earthwork methodology includes topsoil stripping, site roads, and building pad development. Topsoil stripping includes removal of the top 6 inches across the site. Road volumes include removal of native material down to subgrade. Lot grading and building pad cut to fill volumes are based on the resulting surface post topsoil stripping being shaped to drain as well as creation of a flat, constructable building pad for the building square footage identified in the planning stage for each parcel. Estimated cut to fill volumes across the whole site are shown in Table 1 below.

Table 1 – Preliminary Site Grading/Earthwork Cut to Fill Volumes

Earthwork Type	Volume (CY)
Topsoil Stripping (Cut)	266,000
Roads (Cut)	71,700
Lot Grading/Building Pads (Cut to Fill)	1,218,000

Stormwater ponds will also be necessary and are not included in Table 1 above. Based on existing topography and the Concept Plan, the site was evaluated using a regional storage pond and local storage ponds for those parcels that do not gravity drain to the regional storage pond. Parcels requiring local storage ponds are Parcels 1, 2, and 3. A breakdown of the approximate cut volumes is shown in Table 2 below.

Table 2 – Preliminary Site Stormwater Detention/Retention Cut Volumes

Basin	Release 10-yr Storm at 0.2cfs/acre (CY)	Retain 80% (CY)	Retain 100-yr, 24-hr Storm Onsite (CY)
Parcel 1	460	860	1,860
Parcel 2	790	1,470	3,170
Parcel 3	1,150	2,100	4,490
Regional Storage (Parcels 4 – 22)	21,550	40,300	89,600

STORMWATER

Storm calculations for the Concept Plan were completed based on the Rational Method. Based on the size of the development, this method is conservative and further analysis using other methods may reduce the size of required storage basins as the design for the site progresses.

Stormwater detention/retention was evaluated in three different ways. The first method was to detain the 10-year storm and release water at a rate of 0.2 cfs per acre. The second method

Tooele City
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 Preliminary Engineering for the Concept Tooele Business Park

was the Low Impact Development (LID) method, where the 80th percentile storm is retained onsite and is additional storage volume above the 10-year storm. The third evaluation was to retain 100% onsite the 100-year, 24-hr storm which would be used if there was no viable connection to downstream storm infrastructure. The resulting volumes of each method are presented in Table 3 below.

Table 3 – Preliminary Site Stormwater Detention/Retention

Basin	Release 10-yr Storm at 0.2cfs/acre (Ac-ft)	Retain 80% (Acre-ft)	Retain 100-yr, 24-hr Storm Onsite (Acre-ft)
Parcel 1	0.29	0.53	1.15
Parcel 2	0.49	0.91	1.96
Parcel 3	0.69	1.30	2.78
Regional Storage (Parcels 4 – 22)	13.4	25.0	55.5

Proposed stormwater retention/detention basins as well as site drainage channels can be viewed on the Concept Stormwater Drainage Plan within Appendix A.

WATER

Water requirements for the proposed development were calculated based on the Tooele City Drinking Water Master Plan dated May 2021. Specifically, Equivalent Residential Connections (ERC) for both light industrial and neighborhood commercial in conjunction with Table 1-2: Peak Day Indoor and Outdoor Demand Level of Service were used to calculate total site water demand. ERC values and Table 1-2 and the Concept Site Water and Sewer Plan are located in Appendix B.

Based on the requirements of the Tooele City Drinking Water Master Plan, the total development will require approximately 1,461,555 gallons per day during peak day which equates to approximately 1,014 gpm.

Tooele provides 4,000 gpm for 4 hours from tank 3, and therefore, no additional volume of fire water storage should be needed.

The site will require an equilization storage of 600,700 gallons.

Based on the Tooele City Drinking Water Master Plan there is a planned 16-inch transmission line in S 900 W (See Figure 7-1 in Appendix B). Also, a well is located onsite

Tooele City
Page 4 of 4
August 6, 2025
Preliminary Engineering for the Concept Tooele Business Park

within Parcel #4 of the Concept Plan. Any future sanitary sewer line must be located a minimum of 25 feet away from the well.

SANITARY SEWER

The sanitary sewer requirements for the Concept Plan were evaluated. The following assumptions were made for this evaluation:

- Industrial – 2 employees per 1,000 sf each shift for 3 shifts, no showers
- Office – 6 employees per 1,000 sf
- 15 gpd sewer/person

Based on the above assumptions and the building square footages as indicated on the concept plan, the average sewer load is 445,941 gpd with the peak sewer being 1,114,852 gpd.

The Concept Site Water and Sewer Plan can be viewed in Appendix B.

Should you have any questions regarding this preliminary assessment, please do not hesitate to contact me at (435)224-2967.

Sincerely,
P S O M A S



Shaun Boone, PE
Sr Project Manager

APPENDIX A

Tooele Business Park – Concept Stormwater Plan

Tooele Business Park

SITE PLAN | Concept B.4
Tooele, UT
April 2025

CONCEPT
STORMWATER
DRAINAGE PLAN

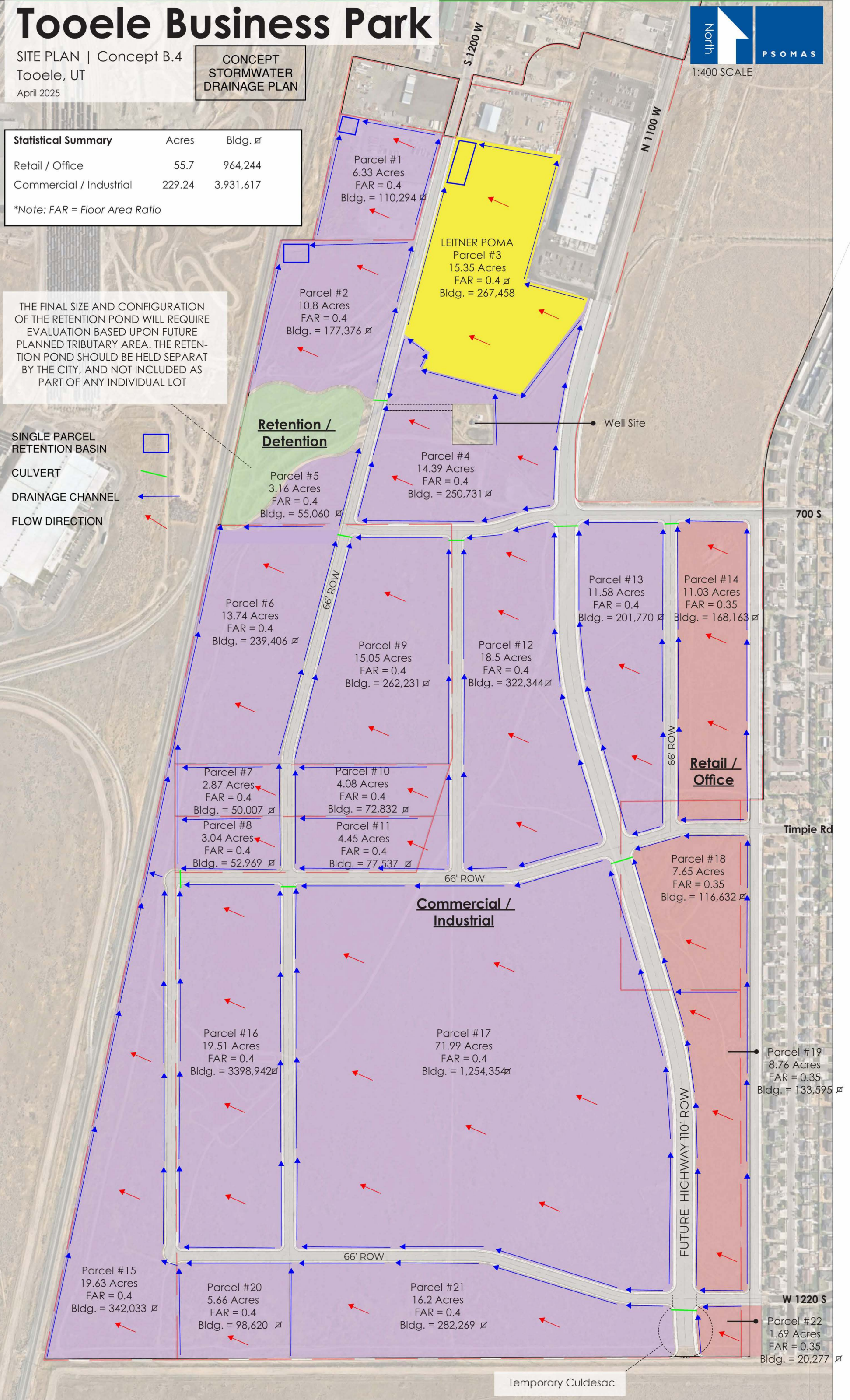


1:400 SCALE

Statistical Summary	Acres	Bldg. ⌘
Retail / Office	55.7	964,244
Commercial / Industrial	229.24	3,931,617

*Note: FAR = Floor Area Ratio

THE FINAL SIZE AND CONFIGURATION OF THE RETENTION POND WILL REQUIRE EVALUATION BASED UPON FUTURE PLANNED TRIBUTARY AREA. THE RETENTION POND SHOULD BE HELD SEPARAT BY THE CITY, AND NOT INCLUDED AS PART OF ANY INDIVIDUAL LOT



Retention / Detention

Retail / Office

Commercial / Industrial

Parcel #1
6.33 Acres
FAR = 0.4
Bldg. = 110,294 ⌘

LEITNER POMA
Parcel #3
15.35 Acres
FAR = 0.4 ⌘
Bldg. = 267,458

Parcel #2
10.8 Acres
FAR = 0.4
Bldg. = 177,376 ⌘

Parcel #5
3.16 Acres
FAR = 0.4
Bldg. = 55,060 ⌘

Parcel #4
14.39 Acres
FAR = 0.4
Bldg. = 250,731 ⌘

Parcel #6
13.74 Acres
FAR = 0.4
Bldg. = 239,406 ⌘

Parcel #9
15.05 Acres
FAR = 0.4
Bldg. = 262,231 ⌘

Parcel #12
18.5 Acres
FAR = 0.4
Bldg. = 322,344 ⌘

Parcel #13
11.58 Acres
FAR = 0.4
Bldg. = 201,770 ⌘

Parcel #14
11.03 Acres
FAR = 0.35
Bldg. = 168,163 ⌘

Parcel #7
2.87 Acres
FAR = 0.4
Bldg. = 50,007 ⌘

Parcel #10
4.08 Acres
FAR = 0.4
Bldg. = 72,832 ⌘

Parcel #8
3.04 Acres
FAR = 0.4
Bldg. = 52,969 ⌘

Parcel #11
4.45 Acres
FAR = 0.4
Bldg. = 77,537 ⌘

Parcel #18
7.65 Acres
FAR = 0.35
Bldg. = 116,632 ⌘

Parcel #16
19.51 Acres
FAR = 0.4
Bldg. = 3398,942 ⌘

Parcel #17
71.99 Acres
FAR = 0.4
Bldg. = 1,254,354 ⌘

Parcel #19
8.76 Acres
FAR = 0.35
Bldg. = 133,595 ⌘

Parcel #15
19.63 Acres
FAR = 0.4
Bldg. = 342,033 ⌘

Parcel #20
5.66 Acres
FAR = 0.4
Bldg. = 98,620 ⌘

Parcel #21
16.2 Acres
FAR = 0.4
Bldg. = 282,269 ⌘

Parcel #22
1.69 Acres
FAR = 0.35
Bldg. = 20,277 ⌘

Temporary Culdesac

APPENDIX B

Tooele City Drinking Water Master Plan Information

Tooele Business Park – Concept Water and Sewer Plan

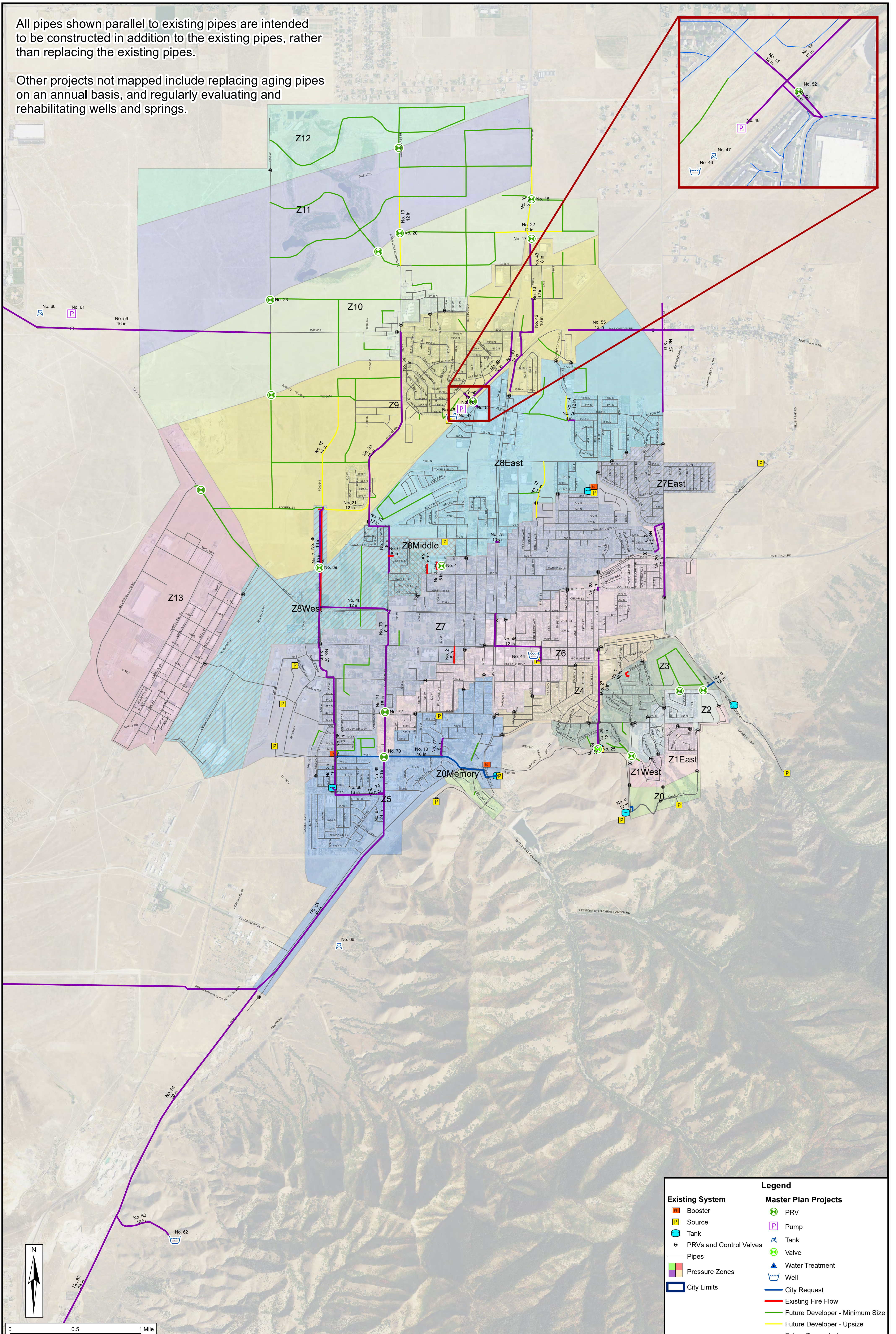
Per the Tooele City Drinking Water Master Plan (May 2021):

- 2 Equivalent Residential Connections (ERC) per connection for light industrial
- 4 ERC per neighborhood commercial

Table 1-2: Peak Day Indoor and Outdoor Demand Level of Service	
Indoor Peak Day Demand	245 gpd per ERC
Outdoor Peak Day Demand	1,035 gpd per ERC

All pipes shown parallel to existing pipes are intended to be constructed in addition to the existing pipes, rather than replacing the existing pipes.

Other projects not mapped include replacing aging pipes on an annual basis, and regularly evaluating and rehabilitating wells and springs.



Legend	
Existing System	Master Plan Projects
Booster	PRV
Source	Pump
Tank	Tank
PRVs and Control Valves	Valve
Pipes	Water Treatment
Pressure Zones	Well
City Limits	City Request
	Existing Fire Flow
	Future Developer - Minimum Size
	Future Developer - Upsize
	Future Transmission

Date: 4/24/2021 H:\Projects\149 - Tooele City\100 - 2019 Water Master Plan\GIS\Tooele Capital Facility Plan.mxd



Tooele Business Park

SITE PLAN | Concept B.4
Tooele, UT
April 2025

CONCEPT SITE
WATER AND SEWER
PLAN



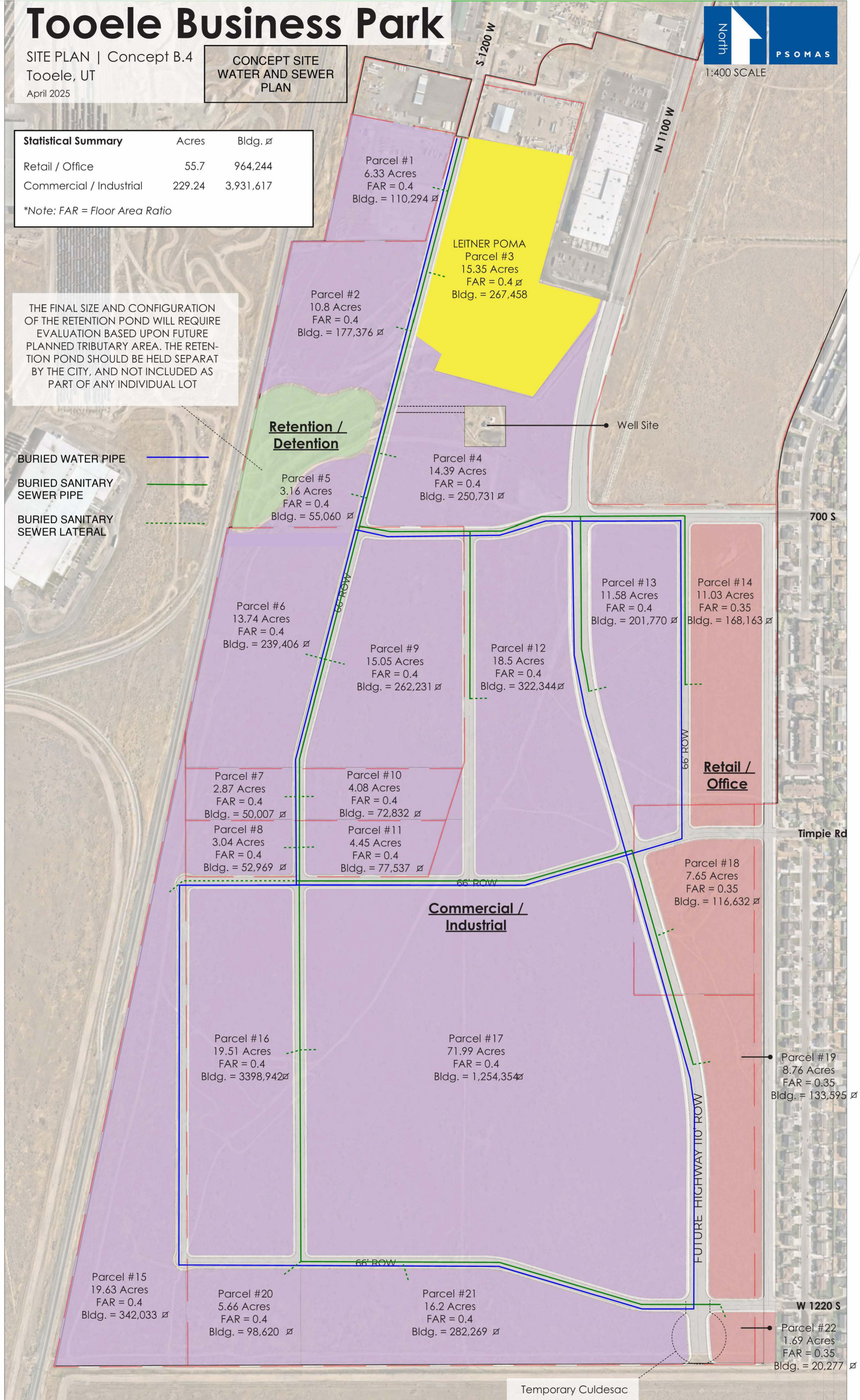
1:400 SCALE

Statistical Summary	Acres	Bldg. ⌘
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*Note: FAR = Floor Area Ratio

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BURIED WATER PIPE
BURIED SANITARY SEWER PIPE
BURIED SANITARY SEWER LATERAL



Parcel #1
6.33 Acres
FAR = 0.4
Bldg. = 110,294 ⌘

LEITNER POMA
Parcel #3
15.35 Acres
FAR = 0.4 ⌘
Bldg. = 267,458

Parcel #2
10.8 Acres
FAR = 0.4
Bldg. = 177,376 ⌘

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Bldg. = 322,344 ⌘

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FAR = 0.4
Bldg. = 201,770 ⌘

Parcel #14
11.03 Acres
FAR = 0.35
Bldg. = 168,163 ⌘

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16.2 Acres
FAR = 0.4
Bldg. = 282,269 ⌘

Parcel #22
1.69 Acres
FAR = 0.35
Bldg. = 20,277 ⌘

Temporary Culdesac

TOOELE CITY CORPORATION

RESOLUTION 2025-80

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH SPEAKMANS CONCRETE SERVICE, LLC, FOR THE TOOELE LIBRARY STAMPED CONCRETE PROJECT, EAST.

WHEREAS, Tooele City desires at the campus of the Tooele City Library to remove approximately 3,025 square feet of existing sod and in its place install approximately 2,700 square feet of new colored, stamped concrete and related appurtenances (“the Project”); and,

WHEREAS, the City, solicited public bids for the Project based upon price and qualifications in accordance with the City’s procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Speakmans Concrete Service, LLC, with a total cost proposal of \$38,250.00, was evaluated as the lowest responsive responsible bidder whose bid met the requirement and criteria set forth by the City (see Bid Tabulation attached as Exhibit A); and,

WHEREAS, the Mayor’s notice of award and signing of the agreement was necessary as time was of the essence, and thus was in the best interest of the City; and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$3,825.00) for change orders for changed conditions which may arise during the project, as reviewed and approved by the Mayor:

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

1. the City Council hereby approves and an agreement (attached as Exhibit B) with Speakmans Concrete Service, LLC, in the amount of \$38,250.00 for the Tooele Library Stamped Concrete Project, East, and the Mayor’s notice of award and signature are hereby ratified; and,
2. an additional 10% contingency (in the amount of \$3,825.00) is hereby approved which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by 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:

Matthew C. Johnson, City Attorney

Exhibit A

Bid Tabulation

Library Stamped Concrete East, Bid Results

CONTRACTOR	BID AMOUNT
Speakman's Concrete	\$38,250
Fritz Custom Crete	\$70,750
Dave's Custom Concrete	\$41,900
CRC Construction	\$57,047.81

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Neal Spalkman [NAME] of 222 E 500 W [ADDRESS], a(n) Contractor [individual/company type], (hereinafter "Contractor") enter into this Agreement on the 19 day of Sept, 2025 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
The 2025 Tooele Library Stamped Concrete Project consists of the demolition and offsite disposal of approximately 3,025 square feet of existing sod, and the furnishing and installation therein of approximately 2,700 square feet of new colored, stamped concrete and related appurtenances.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the lump sum amount of \$38,250 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 **March 31, 2026**.
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 name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR


Debra E. Winn, Tooele City Mayor


Signature
Print Name/Title: Neal Speakman/ Owner

Attest:


Shilo Baker, Tooele City Recorder

SEAL



Approved as to form:


Matthew C. Johnson, Tooele City Attorney

(Revised 08/14/2025)

TOOELE CITY CORPORATION

RESOLUTION 2025-81

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER NO. 5 WITH BROKEN ARROW CONSTRUCTION FOR ENGLAND ACRES PARK PHASE III.

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

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

WHEREAS, in connection with the Phase III Project, the City Administration has determined that installing additional sod, topsoil, sprinklers, concrete, and other items are necessary and in the interest of Tooele City, and recommends the approval of Change Order No. 5 for the Phase III Project with Broken Arrow, in the amount of \$167,160.19 (see Change Order No. 5 attached as Exhibit A); and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.*, is not required for the Change Order No. 5 because the project cost does not reach the statutory cost threshold of about \$240,000; and,

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

VIII. CHANGE ORDERS. The City recognizes that change orders are a normal component of the procurement process...

A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that: 1. The modification is related in some manner to the same or similar project approved in the contract, and 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.

B. Change Order approval process: ... 2. Individual change orders \$30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head...provided the change order is within the approved project budget.

WHEREAS, the Purchasing Policies and Procedures allow for Change Order No. 5 because the Mayor and Parks and Recreation Director have determined that the change

order is related to the agreement for the Phase III Project, and the change order will maximize efficiency in Project completion and result in cost savings; and,

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

WHEREAS, on May 7, 2025, the City Council approved Resolution 2025-32, approving a Change Order No. 1 to the Phase III Project agreement; and,

WHEREAS, on May 7, 2025, the City Council approved Resolution 2025-40, approving a Change Order No. 2 to the Phase III Project agreement, for the Oquirrh Hills Project;

WHEREAS, on May 21, 2025, the City Council approved Resolution 2025-46, approving a Change Order No. 3 to the Phase III Project agreement, for the Oquirrh Hills Project;

WHEREAS, Change Order No. 4 to the Phase III Project agreement was for an amount less than the statutory cost threshold of \$30,000 established in TCC §1-5-10 (see *also* TCC §1-6-4, §1-14-4, §1-22-4), and thus had no accompanying resolution;

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the City Council hereby approves Change Order No. 5 with Broken Arrow Construction, in the amount of \$167,160.19, for the Phase III Project.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Broken Arrow Change Order #5 Cost Proposal



CHANGE ORDER REQUEST FORM

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

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

GENERAL CONTRACTOR

Date: October 2, 2025

TO:

Tooele City Corporation
 90 North Main Street
 Tooele, UT 84074

CHANGE DIRECTIVE NO. 5

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

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:		
1.	ADD - Install Sprinklers, 4' Topsoil & Sod - Includes: 2 EA Controller w/Enclosure & Metered Pedestal (Does Not Include Irrigation Point of Connection Item (58,459 SF x \$2.32)	\$ 135,624.88
2.	ADD - Additional Sidewalk Sidewalk (4" Thick) (719 SF x \$8.88)	\$ 6,384.72
2.	ADD - Additional Concrete Installation For Shelter Pads (768 SF x \$8.88)	\$ 6,819.84
3.	ADD - Additional ADA Handicap Access Ramp w/Base (3 EA x \$3,173.25)	\$ 9,519.75
4.	ADD - 1' Concrete Mow Strip (445 LF x \$19.80)	\$ 8,811.00
Total Amount:		\$ 167,160.19

COST AND DURATION SUMMARY

Original Contract Amount:	\$ 1,427,406.78	Summary of Orders	Amount	Contract Calendar Days	
Previous Change Order(s):	\$ 534,805.66	Change Order No. 1	\$ 56,320.00	Revised Contract Calendar Days	
This Change Order:	\$ 167,160.19	Change Order No. 2	\$ 338,526.37	Previous Finish Date	
Adjusted Contract Amount:	\$ 2,129,372.63	Change Order No. 3	\$ 110,285.29	New Finish Date	
		Change Order No. 4	\$ 29,674.00		
		Change Order No. 5	\$ 167,160.19		

CONTRACT SUMMARY:

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

ACCEPTED BY:

 Broken Arrow Inc.

 Date

 Project Owner Representative

 Date

TOOELE CITY CORPORATION

RESOLUTION 2025-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SPEAKMAN'S CONCRETE SERVICES FOR THE INSTALLATION OF A SIDEWALK ON 200 WEST BETWEEN 500 NORTH AND 600 NORTH.

WHEREAS, Tooele City desires to install a sidewalk on 200 West, in the area between 500 North and 600 North ("the Project"); and,

WHEREAS, the City obtained three quotes for the Project, with the amounts of the quotes coming in at \$49,395.00, \$77,420.00, and \$83,522.25; and,

WHEREAS, Speakman's Concrete Services, LLC, with a total cost proposal of \$49,395.00, submitted the lowest quote for the project (attached as Exhibit A), whose quote met the requirement and criteria set forth by the City; and,

WHEREAS, given the nature and timing of the project, as well as the overall circumstances, time is of the essence for the beginning and completion of the Project and, accordingly, it is in the judgment of City Administration that executing the Agreement attached as Exhibit B will be more economical and efficient than any alternative, and is in the interest of the City in that the Project will ensure the public's health, welfare, and safety in the area of the Project; and,

WHEREAS, the City has proceeded in accordance with the City's procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$4,940.00) for change orders for changed conditions which may arise during the project, as reviewed and approved by the Mayor:

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

1. the City Council hereby approves and an agreement (attached as Exhibit B) with Speakman's Concrete Services, LLC, in the amount of \$49,395.00 for the installation of a sidewalk on 200 West between 500 North and 600 North; and,
2. an additional 10% contingency (in the amount of \$4,940.00) is hereby approved which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

Speakman's Concrete Services Quote

Speakman's Concrete Services

222 East 500 North
 Tooele, UT 84074
 435-830-0374

Estimate

Date	Estimate #
9/17/2025	2845

Name / Address
TOOELE CITY STEPHEN BLACK

Ship To
200 w 600 n tooele city

ESTIMATE#
200 w 600 n

P.O. No.

EST. START ...	Project
9/12/2025	

Item	Description	Qty	Rate	Total
concrete	CITY SIDEWALK 700X5	3,500	9.00	31,500.00
MATERIALS	EXTRA CONCRETE FOR 6" THICK POUR	29	255.00	7,395.00
Road base	ROAD BASE FOR SUB GRADE	50	22.00	1,100.00
CURB & GUTTER	24" CURB AND GUTTER INSTALLED LABOR AND MATERIALS	136	40.00	5,440.00
concrete	3- CONCRETE DRIVE APPROACHES ESTIMATED AT 4X20'	240	9.00	2,160.00
MISC	MOBILIZATION	1	1,800.00	1,800.00
Total				\$49,395.00

Signature _____

Phone #
4358339144

Exhibit B

Agreement with Speakman's Concrete Services



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Speakman’s Concrete Services** of **222 East 500 North Tooele, Utah 84074**, a(n) **Limited Liability Company**, (hereinafter “Contractor”) enter into this Agreement on the **16th day of October, 2025** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Please see the attached Estimate for the 200 W Sidewalk Install between 500 North and 600 North
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$49,395.00** 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 **November 30th 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased

and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 10/25/2024)

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

09/26/25

DESCRIPTION OF EXPENDITURE:

VENDOR: TYLER TECHNOLOGIES

V# 06755

YEARLY MAINTENANCE FEES FOR TYLER SOFTWARE
ERP PRO

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
TYLER CONTRACT	10 4136 311008	60,000.00	0.00	56,056.00	3,944.00
TOTAL:				56,056.00	

REQUESTED Chris Nielson
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



VENDOR: 06755
 P.O. #
 DEPT. # 10-4136-311008
 DATE 09-24-2025
 AMOUNT \$56,056.00
 SIGNATURE *Lin Miller*

Sales Quotation For:
 City of Tooele
 90 NORTH MAIN
 TOOELE UT 84074

Shipping Address
 City of Tooele
 90 N Main St
 Tooele UT 84074-2139

Quoted By: Lukas DeBolt
Quote Expiration: 12/31/25
Quote Name: SaaS Flip

Tyler Annual Software – SaaS	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 12,978
Fixed Assets	\$ 2,004
Human Resources Management (Includes Position Budgeting)	\$ 10,736
Purchasing	\$ 2,672
Accounts Receivable	\$ 2,943
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 11,035
Additional Handheld Meter-Reader Interface	\$ 1,471
Cashiering	\$ 2,943
Cashiering Receipt Import	\$ 1,087
Third-Party Printing Interface	\$ 1,471
Service Orders Mobile	\$ 830

Tyler Annual Software – SaaS

Description

Annual

ERP Pro Community Development Suite

Licensing

\$ 2,943

Permitting

\$ 2,943

TOTAL:

\$ 56,056

Term # of Years:

3

Summary

Total SaaS

One Time Fees

Recurring Fees

Total Tyler Services

\$ 56,056

Summary Total

\$ 0

\$ 56,056

Contract Total

\$ 56,056

Comments

Work will be delivered remotely unless otherwise noted in this agreement.
Expenses associated with onsite services are invoiced according to Tyler's standard business travel policy.
SaaS is considered a term of one year unless otherwise indicated.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Utility Billing Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement (" Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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

10/08/25

DESCRIPTION OF EXPENDITURE:

VENDOR: MCCORMICK & SONS

V# 12774

CHANGE ORDER FOR ADDITIONAL ASPHALT

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
CURRENT YEAR ROAD IMPROVEMENTS	78 4415 731800	1,800,000.00	26,096.00	38,114.25	1,735,789.75
TOTAL:				38,114.25	

REQUESTED *K Jamie Brandre*
DEPARTMENT HEAD

REVIEWED *Shannon U. Dumbler*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

McCormick & Sons Excavating and Utilities

2976 W Ruiz Dr. #625
Stockton, UT 84071 US
+13853159874
McCormickandSons@outlook.com



MCCORMICK & SON'S
Excavation and Utilities

INVOICE

BILL TO	INVOICE	Additional Asphalt
Tooele City	DATE	09/29/2025
Tooele City	TERMS	Due on receipt
	DUE DATE	09/29/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Service:Pave Asphalt	Per Square Foot	4,200	6.88	28,896.00
	Demolition:Remove Asphalt	Per Square Foot	3,615	2.55	9,218.25

BALANCE DUE **\$38,114.25**

VENDOR # 12774
P.O. # _____
DEPT. # 78-4415-731800
DATE 9/29/25
AMOUNT \$ 38,114.25
SIGNATURE Jamie Whayne

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

10/10/25

DESCRIPTION OF EXPENDITURE:

VENDOR: ROCKY MOUNTAIN POWER

V# 12448

PAINTING OF STREET LIGHT POLES ON MAIN ST. HISTORIC DOWNTOWN

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
MAIN STREET DECORATIONS	41 4620 610008	85,000.00	1,046.00	42,900.00	41,054.00
TOTAL:				42,900.00	

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Shannon W. Zimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

19224 01 AB 0.641 76-0
TOOELE CITY CORP
SUMMARY ACCOUNT
FINANCE DEPT
90 N MAIN ST
TOOELE UT 84074-2191



Questions: Call
1-888-221-7070
24 hours a day,
7 days a week
RockyMountainPower.net
Opening Bill



BILLING DATE: **Sep 29, 2025**
ACCOUNT NUMBER: **34191536-087 7**
DUE DATE: **Oct 21, 2025**
AMOUNT DUE: **\$42,900.00**

WELCOME TO ROCKY MOUNTAIN POWER: We would like to welcome you as a new Rocky Mountain Power customer. We value your business and will always try to provide you with the highest level of service possible.

Your Balance With Us

Previous Account Balance	0.00
Payments/Credits	0.00
New Charges	+42,900.00
Current Account Balance	\$42,900.00

Payments Received

No payments have been received since your last billing statement.

Detailed Account Activity

ITEM 1 - OTHER SERVICE			
NEW CHARGES - 08/25			
	UNITS	COST PER UNIT	CHARGE
Labor, External Bill	1 hour	42900.0000000	42,900.00
Total New Charges			42,900.00

Wildfire prevention

At Rocky Mountain Power, we're continuing to take steps to prevent wildfires.

You can also take action at home: Make a plan, create defensible space around your home, and prepare for your family's needs in the event of an emergency. Consider a backup generator for your business or your home, especially if you have medical equipment. Check your local emergency management or public safety website for more information on how to sign up for alerts. Update your contact information with us and sign up to receive our alerts.

Learn more about what we're doing and how to prepare at RockyMountainPower.net/Wildfire.

Seguridad y preparación

En Rocky Mountain Power seguimos tomando medidas para prevenir los incendios forestales.

También puedes tomar medidas en casa: Haga un plan, cree un espacio defendible alrededor de su casa y prepárese para las

Write account number on check & mail to: Rocky Mtn Power, PO Box 26000, Portland, OR 97256-0001

See reverse

RETAIN THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

↑ INSERT THIS EDGE FIRST ↑



ROCKY MTN POWER
PO BOX 26000
PORTLAND OR 97256-0001



H 34191536 087 721 004290000

Looking for other ways to pay?
Visit RockyMountainPower.net/Pay for all your options. You can choose to pay on your device using our mobile app, on our website, at a pay station in your community, or pay over the phone by calling 1-888-221-7070.

Manage your account with ease
Popular billing options include Auto Pay, Equal Pay and choice of due dates. You can even earn a credit each month when you sign up for paperless billing. See details and enroll at RockyMountainPower.net/BillOptions

PO#
V# 12448
41-4620-61008
\$42,900.00

Debra G. Wh
10-9-25

Late Payment Charge for Utah
A late payment charge of 1% may be charged on the delinquent balance per month.

Change of Mailing Address or Phone?
Check here & provide information on back.

Account Number: **34191536-087 7**
Date Due: **Oct 21, 2025**

AMOUNT DUE: \$42,900.00

Please enter the amount enclosed.

TOOELE CITY CORP
SUMMARY ACCOUNT
FINANCE DEPT
90 N MAIN ST
TOOELE UT 84074-2191



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

10/10/25

DESCRIPTION OF EXPENDITURE:

VENDOR: BROKEN ARROW

V# 00093

ROAD SALT WINTER 2025

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
ROAD SALT	10 4411 482002	65,000.00	0.00	65,000.00	0.00
TOTAL:				65,000.00	

REQUESTED 19/ Jamie Brandre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Streets

Vendor: Broken Arrow Vendor #: 00093
Account #: 10-4411-482002 Date: 10.2.25
Amount: \$65,000.00 Signature: [Signature]

Item(s) Description: Open PO for winter Road Salt.

Reason for Purchase: Create an open PO for This winter road salt.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:



Sept 9, 2025

PUBLIC WORKS DEPARTEMENT
TOOELE CITY
90 NORTH MAIN STREET
TOOELE UT 84074

RE: Salt

Attn: Purchasing Manager

Dear Sir or Madam:

Broken Arrow Inc. is a major supplier of road salt (deicing) in the Salt Lake and Utah area. It is our understanding that you have requirements for this material during the winter months. Our road salt meets all of the specifications required by the state of Utah and PNS. We are happy to inform you there has been no changes in your prices for the upcoming 2024-2025 season.

Price per ton for Type C Road salt delivered will be: \$22.00

Price per ton for Rapid Thaw salt delivered will be: \$32.00

We appreciate you reviewing our bid and should you have any questions please contact Tracy Peterson (435) 882-3942.

Thank you
Jared Bunn
Broken Arrow

VENDOR # 00093
P.O. # _____
DEPT. # 10-4411 - 482002
DATE 10.9.25
AMOUNT \$65,000.00
SIGNATURE _____

City Council Business Meeting Minutes

Date: September 17, 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
Police Chief Adrian Day
Fire Chief Matt McCoy
Shannon Wimmer, Finance Director
Tiffany Day, Mayor's Executive Assistant
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Kelley Anderson, Planning Commissioner
Melanie Hammer, Planning Commissioner
Chris Sloan, Planning Commissioner
Paul Hansen, City Engineer
Jamie Grandpre, Public Works Director
Nathan Farrer Assistant Public Works Director

Minutes prepared by Alicia Fairbourne

1. **Pledge of Allegiance**

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

2. **Roll Call**

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

3. State of the City Address

Presented by Debbie Winn, Mayor

Mayor Debbie Winn delivered the State of the City address, reflecting on her eight years in office as her second term approached its end. She recalled that Tooele City had once faced serious financial strain, which was corrected through a 2018 property tax increase that restored fiscal responsibility, reduced reliance on reserves, and allowed for long-term investments. She highlighted paying off all Redevelopment Agency debt, ending the city's lobbyist contract, and focusing on accountable economic development.

She emphasized Tooele's resilience through challenges such as fires, an earthquake, vandalism, and the COVID-19 pandemic. She reported progress on the Midvalley Highway, partnerships for youth recreation, beautification efforts downtown, and property purchases for open space and revitalization.

Public safety was a major theme, with Mayor Winn citing the construction of a new public safety building, significant increases in police staffing and pay, and investments in technology such as a 3D scanner and license plate recognition cameras. She noted the growth of the fire department under its first full-time chief, the dedication of a new fire station, and acquisition of new apparatus and equipment.

She also reviewed infrastructure and public works achievements, including new wells, water line replacements, roadway projects, sidewalks, and expanded city equipment. Parks and recreation facilities had been significantly improved, with new playgrounds, courts, trails, and community center upgrades. She highlighted the "Take Pride Tooele" initiative, the addition of more than 500 trees, and ongoing grant-funded projects.

Mayor Winn credited behind-the-scenes work by departments such as Finance, IT, HR, and the Recorder's Office for maintaining compliance, safeguarding resources, and supporting employees. She noted that not a single regular employee was laid off during COVID, and 48 new positions had been added over her tenure.

She emphasized strong partnerships with local organizations, veterans' groups, the Sons of Utah Pioneers, Switchpoint, the Tooele Army Depot, Dugway, and the school district. Economic development had also flourished, with new industrial employers, retail businesses, restaurants, and hotels. She reported that commercial property tax values had doubled in less than five years without offering local tax incentives.

Mayor Winn concluded by acknowledging ongoing challenges with growth, housing, water, and transportation but expressed confidence that Tooele was well prepared with solid plans, funding, and a strong community spirit. She thanked staff, the council, volunteers, and residents, and declared that the state of the city was strong and its future even brighter.

4. Public Comment Period

At 7:37 p.m., Chairman Brady opened the floor for public comments.

Mr. Tyler Winn, the mayor's husband, addressed the council. He praised Mayor Winn's dedication and preparation for her State of the City address, noting that she had worked tirelessly to ensure nothing was missed. He shared that over the past eight years they had rarely been out of telephone range because of her commitment to the city, and he expressed appreciation that she would soon be able to retire.

Mr. Winn commended city employees and volunteers, emphasizing the teamwork that supported the mayor and kept the city running effectively. Drawing on his experience as a former member of the fire department, he highlighted the dedication of volunteers who responded at all hours, often at personal expense, and recognized the professionalism of current fire staff. He also shared a story

illustrating the heavy workload of the police department, citing a shift in which officers handled 68 calls. He extended his gratitude to the parks department for their visible improvements throughout the city.

Mr. Winn closed by encouraging residents to be thoughtful and deliberate when voting for future city leaders, urging them to research candidates carefully to ensure continued strong leadership for Tooele City.

Mayor Winn presented an award to Fire Chief Matt McCoy. She noted that he had been hired in June 2022 as Tooele City's first full-time fire chief and had since taken on numerous major projects. She highlighted his pivotal role in the design, coordination, and completion of Fire Station No. 3, which was finished in April 2025 on time and within budget. Mayor Winn stated that the plaque, signed by members of the fire department, was a token of appreciation for his leadership and dedication, and she expressed gratitude for his service and the respect he had earned from his team.

There being no further comments, Chairman Brady closed the floor at 7:44 p.m.

5. Public Hearing and Motion on Resolution 2025-79 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026

Presented by Shannon Wimmer, Finance Director

Finance Director Shannon Wimmer presented Resolution 2025-79, the first budget amendment for fiscal year 2026. She explained that several amendments carried over projects budgeted in FY25 but not completed by June 30, including the Cemetery Road project, demolition of the cemetery house, final payments on the headworks building, and projects within the PID. Additional amendments reflected new revenues and grants, such as funds for the drug task force, \$16,500 for a part-time HR employee, \$74,000 donated by Rio Tinto for the museum project, \$1,000 for a buffalo painting sponsorship, and \$1,500 from the State of Utah for the America 250 Utah program.

She also noted smaller adjustments, including \$7,500 to finish new netting at the golf course, funds for the Miss Tooele City scholarships, and restroom projects at Veterans Park and Gleneagles funded by park impact fees. She added that \$4,000 was needed to upgrade the city's time clock system and reported that \$1.7 million would be allocated to begin drilling a new well on Rogers Road following successful testing.

There being no questions from the Council, Chairman Brady opened the public hearing at 7:47 p.m. There were no comments. The floor was closed.

Motion: Councilwoman Manzione moved to approve Resolution 2025-79, a Resolution of the Tooele City Council approving budget amendments for Fiscal Year 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.

6. Resolution 2025-78 A Resolution of the Tooele City Council Approving a Lease Purchase Agreement with Siddons Martin Emergency Group, LLC, for the Lease and Purchase of a Pierce Velocity Aerial Platform Fire Truck

Presented by Matt McCoy, Fire Chief

Fire Chief Matt McCoy presented Resolution 2025-78, seeking approval of a lease-purchase agreement with Siddons Martin Emergency Group, LLC for a Pierce Velocity aerial platform fire truck. He explained that a 2022 fire study identified the urgent need to modernize the department's fleet due to the city's rapid growth and increasing demands from high-density residential and multi-story developments. Of the department's two aerial trucks, only one currently meets ISO standards, limiting coverage.

Chief McCoy outlined that the proposal involved a seven-year lease-to-own agreement, beginning with a \$500,000 down payment already budgeted, followed by annual payments of just over \$300,000, for a total cost of \$2,272,293.54. The agreement included prepayment discounts that would save the city more than \$356,000. He described the truck as a mid-mount platform design, making it shorter and able to fit in Station No. 1, while providing a 100-foot aerial ladder with a pump and bucket.

He confirmed that existing trucks would remain in service, with the older ladder truck housed at Station No. 2. Chief McCoy explained that the long-term goal was to create a sustainable replacement rotation, aligning with NFPA guidelines of retiring frontline apparatus after 15 years and reserve trucks after 25 years. Council members expressed support, and Councilman Hansen took the opportunity to publicly thank the fire department, sharing a recent personal experience where firefighters responded immediately to a call at his son's garage. He praised their quick response and professionalism, noting that approximately 50 personnel had arrived on scene almost instantly.

Motion: Councilwoman Gochis moved to approve Resolution 2025-78, a Resolution of the Tooele City Council approving a lease purchase agreement with Siddons Martin Emergency Group, LLC, for the lease and purchase of a pierce velocity aerial platform fire truck. 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.

7. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

Ms. Baker presented four invoices for approval. The first was to UDOT in the amount of \$304,296.34 for signal parts for the 2400 North and SR 36 traffic signal, a cost that would later be reimbursed by Smith's. The second invoice was to Russell Welding Corp. for \$34,884.55 for a solar house rail extension at the wastewater treatment plant. The third was to Axon Enterprise for \$124,954.43 for new tasers and related equipment for the Police Department. The final invoice was to Turf Equipment and Irrigation for \$60,305 for a Ventrac mini tractor for the golf course, which could also function as an aerator, seeder, trencher, and stump grinder. No questions or comments were raised by the council.

Motion: Councilman McCall moved to approve the invoices as presented. 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. Minutes ~September 3, 2025 Business Meeting

There were no corrections to the minutes.

Motion: Councilwoman Manzione moved to approve the September 3, 2025 Business Meeting Minutes 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.

9. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:57 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 October, 2025

Justin Brady, City Council Chair

DRAFT