

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 17, 2026 immediately following the 7:00 p.m. Redevelopment Meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or shilob@tooelecity.gov.

Tooele City public meetings may be recorded and transcribed for documentation and quality assurance purposes. By attending this meeting, you consent to being recorded. If you do not consent, we encourage you to join the City Council meeting electronically by visiting the Tooele City YouTube Channel, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a written comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.gov. If submission by email is not an option, written comments may be submitted to the City Recorder. Written comments must be submitted no later than the day prior to the meeting. Written comments will be addressed at the designated points in the meeting.

AGENDA (*Amended)

1. **Pledge of Allegiance**
2. **Roll Call**
3. **America 250 – TooeleServes Day**
4. ***State Funded Grant for Court Victim Advocates**
Presented by Velynn Matson, Tooele Victim Advocate
5. **Public Comment Period**
6. **Public Hearing and Motion on Resolution 2026-41** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026
Presented by Shannon Wimmer, Finance Director
7. **Public Hearing and Motion on Ordinance 2026-16** An Ordinance of the Tooele City Council Adopting an Executive Compensation Schedule for Fiscal Year 2026-2027
Presented by Kami Perkins, HR Director
8. **Property Tax Impact Schedule**
Presented by Shannon Wimmer, Finance Director
9. **Resolution 2026-42** A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2026-2027
Presented by Shannon Wimmer, Finance Director
10. **Public Hearing and Motion on Resolution 2026-43** A Resolution of the Tooele City Council Adopting an Interim Budget for Tooele City for Fiscal Year 2026-2027
Presented by Shannon Wimmer, Finance Director

11. **Public Hearing and Motion on Ordinance 2026-17** An Ordinance of the Tooele City Council Vacating the Northern Nine-Foot Portion of James Way Located Between Lodestone Way and Industrial Loop Road
Presented by Paul Hansen, City Engineer
12. **Ordinance 2026-18** An Ordinance of Tooele City Amending Tooele City Code Section 9-8-5 Regarding Appeals of Notices and Civil Citations Issued for Violations Chapter 9-8 (Residential and Business Alarms)
Presented by Andrew Stagg, Assistant City Attorney
13. **Resolution 2026-35** A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2026, Will Pick up and Pay an Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety & Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up
Presented by Kami Perkins, HR Director
14. **Resolution 2026-39** A Resolution of the Tooele City Council Approving an Agreement with SKM Engineering for Upgrades to Well 5
Presented by Nathan Farrer, Public Works Director
15. **Resolution 2026-36** A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2026-2027
Presented by Shilo Baker, City Recorder
16. **Resolution 2026-37** A Resolution of the Tooele City Council Approving an Agreement with YESCO, LLC, for the Manufacture and Installation of an Illuminated "Welcome to Tooele City" Monument Sign with Push Through Plex and Flower Bed at the North End of Tooele City Limits
Presented by Shilo Baker, City Recorder
17. **Resolution 2026-38** A Resolution of the Tooele City Council Approving Addendum I to the Financial Consulting Services Agreement with LRB Public Finance Advisors, Inc., for the Purpose of Including Financial Services in Connection with Series 2026 Sewer Revenue Bonds.
Presented by Shannon Wimmer, Finance Director
18. **Resolution 2026-40** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal
Presented by Shilo Baker, City Recorder
19. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
20. **Minutes**
~June 3, 2026 Work Meeting
~June 3, 2026 Business Meeting
21. **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@tooelecitey.gov, prior to the meeting.

TOOELE CITY CORPORATION

RESOLUTION 2026-41

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-2026.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2025-2026 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124-128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on June 17, 2026, pursuant to the requirements of U.C.A. §§10-6-113, -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2025-2026 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this 17th day of June, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Fiscal Approval:

Shannon Wimmer, Director of Finance

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION
BUDGET AMENDMENTS
FISCAL YEAR ENDING 06/30/2026

06/11/26
1:51 PM

ADMINISTRATION

45	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(51,098)	(400)	(51,498)	Transfer from Buffalo Trust account to pay for
	10	4131	483024	TOOELE CITY HISTORIC MAIN ST.	2,175	400	2,575	buffalo clear coat

POLICE

46	10	3340	123	STATE ALCOHOL & DRUG FREE GRANT	0	(17,520)	(17,520)	Alcohol & Drug Free Grant received for in car
	10	4211	610000	MISCELLANEOUS EQUIPMENT	49,600	17,520	67,120	cameras

CAPITAL PROJECTS

47	41	3890	000	APPROPRIATION - FUND BALANCE	1,961,513	(11,000)	1,950,513	Smart board for conference room
	41	4620	744000	OFFICE FURNITURE & EQUIPMENT	16,000	11,000	27,000	

ROAD C

48	78	3370	116	TOOELE CNTY 3RD QTR SALES TAX GRANT	0	(1,475,945)	(1,475,945)	3RD Qtr Sales Tax Grant - Road project 2400 N
	78	4415	731017	3RD QTR SALES TAX GRANT - 2400 N	0	1,475,945	1,475,945	

NON-DEPARTMENT

49	10	3690	000	MISCELLANEOUS REVENUE	(36,500)	(1,200)	(37,700)	State of Utah contribution to America250 Utah
	10	4150	483016	CELEBRATIONS - JULY 4TH	41,500	1,200	42,700	for July 4, 2026

LIBRARY

50	10	3690	000	MISCELLANEOUS REVENUE	(37,700)	(3,500)	(41,200)	Record Friends of Library donation for summer
	10	4580	483008	LIBRARY PROGRAMS	16,000	3,500	19,500	reading program

POLICE

51	10	3890	000	APPROPRIATION - FUND BALANCE	(4,434,270)	(60,000)	(4,494,270)	Increase of costs including fuel for police
	10	4211	252000	OPERATION & MAINTENANCE	110,000	60,000	170,000	department

SOLID WASTE FUND

52	53	3890	530	APPROPRIATION - RETAINED EARNINGS	(39,363)	(7,200)	(46,563)	Additional vehicle for new technician
	53	5300	748000	AUTOS & TRUCKS	0	7,200	7,200	

SOLID WASTE FUND

53	53	3890	530	APPROPRIATION - RETAINED EARNINGS	(46,563)	(12,000)	(58,563)	Credit card charges for payments for services
	53	5350	481000	SPECIAL DEPARTMENT SUPPLIES	2,500	12,000	14,500	

GOLF

54	10	3890	000	APPROPRIATION - FUND BALANCE	(4,494,270)	(36,000)	(4,530,270)	Increase needs for snack bar at golf course
	10	4565	482013	RESALE / CONCESSIONS	90,000	36,000	126,000	

GOLF

55	10	3890	000	APPROPRIATION - FUND BALANCE	(4,530,270)	(28,000)	(4,558,270)	Increased costs at golf course due to extended
	10	4565	272000	GROUNDS OPERATION & MAINTENANCE	88,500	28,000	116,500	golf season

REDEVELOPMENT AGENCY

56	75	3890	000	APPROPRIATION - FUND BALANCE	(2,409,932)	(712,500)	(3,122,432)	Snow removal contract, fire road participation,
	75	4621	483010	PETERSON INDUSTRIAL DEPOT	0	712,500	712,500	and building 595 RDA costs

ADMINISTRATION

57	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(51,498)	(8,930)	(60,428)	Mayor's golf tournament expenses
	10	4131	541000	COMMUNITY EVENTS	20,300	8,930	29,230	

CAPITAL PROJECTS

58	41	3813	000	TRANSFER FROM GENERAL FUND	(5,292,500)	(12,400)	(5,304,900)	Transfer for IT Computer Hardware
	41	4620	742000	COMPUTER HARDWARE - IT	30,000	12,400	42,400	
	10	4810	911041	TRANSFER TO 41 FUND	5,292,500	12,400	5,304,900	
	10	4136	252000	OPERATION & MAINTENANCE	135,000	(12,400)	122,600	

POLICE

59	10	3340	112	STATE LIQUOR FUND	(59,000)	(44,775)	(103,775)	Increase in State Liquor Funds due to carryover
	10	4211	450000	LIQUOR LAW ENFORCEMENT	44,500	44,775	89,275	from FY2025

CAPITAL PROJECTS

60	10	3640	000	SALE OF FIXED ASSETS	(25,000)	(148,360)	(173,360)	Insurance proceeds received for golf range net
	10	4810	911041	TRANSFER TO 41 FUND	5,292,500	148,360	5,440,860	repair
	41	3813	000	TRANSFER FROM GENERAL FUND (10)	(5,292,500)	(148,360)	(5,440,860)	
	41	4620	615000	SPECIAL PROJECTS	221,238	148,360	369,598	

POLICE

61	10	3312	124	ESHARE DEA DAG FUNDS	0	(17,084)	(17,084)	DEA/ESHARE grant revenue and expenses
	10	4211	486029	ESHARE DEA DAG EXPENSES	0	17,084	17,084	

AQUATIC CENTER

62	10	3890	000	APPROPRIATION - FUND BALANCE	(4,558,270)	(20,600)	(4,578,870)	Employee retirement payout
	10	4562	111000	REGULAR EMPLOYEES	246,765	20,600	267,365	

GOLF

63	10	3890	000	APPROPRIATION - FUND BALANCE	(4,578,870)	(45,000)	(4,623,870)	Adjust temporary employees to actual
	10	4565	121000	TEMPORARY EMPLOYEES	200,510	45,000	245,510	

SOLID WASTE FUND

64	53	3890	530	APPROPRIATION - RETAINED EARNINGS	(58,563)	(70,000)	(128,563)	Adjust for additional expenses for FY26
	53	5300	621001	HAULING FEE	1,300,000	50,000	1,350,000	
	53	5300	623000	LANDFILL DUMP FEES	680,000	20,000	700,000	

TOOELE CITY CORPORATION

ORDINANCE 2026-16

AN ORDINANCE OF THE TOOELE CITY COUNCIL ADOPTING AN EXECUTIVE COMPENSATION SCHEDULE FOR FISCAL YEAR 2026-2027.

WHEREAS, Senate Bill 91 of the 2024 Utah Legislature, effective May 1, 2024, amended ordinance and public hearing requirements for fixing elective and statutory officer compensation, adopting a compensation schedule, and increasing executive municipal officer compensation; and,

WHEREAS, Utah Code §10-3-818(1) states that “The elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing,” and Tooele City’s governing body is the City Council; and,

WHEREAS, Utah Code §10-3-818(2) provides that “Before a governing body may adopt a final budget...that includes a compensation increase for an executive municipal officer, the governing body” shall hold a public hearing noticed at least seven days prior to the hearing, and that the hearing be separate from, and precede, the budget public hearing; and,

WHEREAS, the term “executive municipal officer” in Utah Code §10-3-818 is defined to mean the city manager or chief administrative officer, assistant city manager or assistant chief administrative officer, city attorney, city department heads, and the chief assistant or chief deputy to department heads; and,

WHEREAS, Tooele City, pursuant to its enacted Personnel Policies & Procedures Manual (“Policy Manual”), finds and understands that the elected Mayor under Tooele City’s charter and council-mayor forms of government, while potentially being included in the definition of “executive municipal officer,” is nonetheless an elected official and, therefore, is appropriately governed by the Elected Officials’ Compensation & Allowances provisions of the Policy Manual (see Tooele City Charter Section 2-02, Tooele City Code Chapter 1-6, and Policy Manual §4B3 and §9H); and,

WHEREAS, Tooele City, pursuant to its enacted Policy Manual, finds and understands that “head or chief of a city...department or division” provision of UCA §10-3-818 refers to the Directors of the Administration Departments (including the City Attorney) appointed by the Mayor with the consent of the City Council, exempt from FLSA overtime and other provisions, and not enjoying merit protections in their positions (see Charter Section 2-06, TCC §1-6-4(2), Policy Manual §4B4 and §9G), and this Ordinance will use the UCA §10-3-818 term “executive municipal officers” to mean, and to be used in the stead of, the terms Department Heads, Department Directors, and Appointed Officials; and,

WHEREAS, Tooele City, pursuant to its enacted Policy Manual, finds and understands that Tooele City does not have chief assistant and chief deputy to department head positions, as in larger cities, and that existing assistant positions are not mayoral appointments, “are classified as Regular status employees...and are not considered as appointed employees” or executive municipal officers (Policy Manual §4B4c) (see also TCC §1-6-4(2)); and,

WHEREAS, Tooele City Code §1-5-11(1) provides that “The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected”; and,

WHEREAS, Tooele City Code §1-5-11(2) provides that “The council shall adopt a salary schedule for all Tooele City employees with each fiscal year’s budget”; and,

WHEREAS, the Policy Manual contains the policies, procedures, and processes to be used in the administration of City personnel matters, including compensation and benefits as well as Policy Manual amendments; and,

WHEREAS, Policy Manual Section 9 delineates the policies and procedures for the City’s administration of compensation of Tooele City employees including, but not limited to:

- Assigning positions to a salary grade on the Tooele City Salary Schedule which includes established fiscal controls via minimum and maximum rates of pay for each salary grade;
- Assigning employee steps within the salary grade upon hire or promotion;
- Awarding a step increase in pay for completion of an orientation period, and annual merit increases for employees who have received the required score on their most recent performance evaluation;
- Adjusting compensation for Cost of Living (COLA) or other adjustments made to the approved Salary Schedule;
- Awarding a Tenured Service Performance Bonus, consistent with Tooele City Personnel Policies & Procedures Manual, payment to employees who are at the maximum of their position’s salary range and ineligible for further increases;
- Complying with the Fair Labor Standards Act (FLSA) and the City’s administration of compensation for FLSA exempt employees;
- Payment of stipends at rates approved with the fiscal year budget;
- Calculating and paying severance pay for appointed employees; and,
- Etc.

WHEREAS, compensation for executive municipal officer compensation proposed in the fiscal year 2026-2027 budget continues to align with the Policy Manual and the proposed Tooele City Salary Schedule (compensation schedule) for fiscal year 2026-2027; and,

WHEREAS, other Sections of the Policy Manual provide for benefits, paid leave accrual, leave cash-outs upon termination, sick leave buy-backs for eligible employees, etc., and any revisions require approval of the City Council through amendments to the Policy Manual; and,

WHEREAS, the Policy Manual, Salary Schedule, City Budget, and this Ordinance anticipate and budget for the increased compensation of each city employee, including executive municipal officers, and the public hearing conducted regarding, and prior to, this Ordinance satisfies the requirements of Utah Code §10-3-818 for the fiscal year's compensation, including compensation increases; and,

WHEREAS, on June 17, 2026, the City Council convened a duly-noticed public hearing, prior to and separate from the budget public hearing, satisfying the requirements of UCA §10-3-818; and,

WHEREAS, the City Council has considered the potential impact that this Ordinance may have on family health, stability, and formation:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Salary Schedule (compensation schedule) for fiscal year 2026-2027 (Exhibit A) is hereby adopted and includes all anticipated compensation increases for executive municipal officers of Tooele City Corporation (for comparison, see also the compensation schedule for fiscal year 2025-2026, attached as Exhibit B).

BE IT FURTHER RESOLVED that, following the public hearing, approval of this Ordinance shall satisfy the resolution requirement of TCC §1-5-11 and the requirements of UCA §10-3-818.

This Ordinance shall become effective retroactive to the first pay period of the fiscal year 2026-2027 budget, 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 _____, 2026.

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

Tooele City Salary Schedule
for Fiscal Year 2026-2027

and

Executive Municipal Officer Position
Salary Grades
for Fiscal Year 2026-2027

GENERAL SALARY SCHEDULE - Revised: 06/21/2026 for FYE 6/2027

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1	HOURLY	14.15	14.43	14.72	15.01	15.31	15.62	15.93	16.25	16.57	16.90	17.24											1
2	HOURLY	14.94	15.24	15.54	15.85	16.17	16.50	16.83	17.16	17.50	17.86	18.21											2
3	HOURLY	15.57	15.88	16.20	16.52	16.85	17.19	17.53	17.89	18.24	18.61	18.98											3
4	HOURLY	16.49	16.82	17.16	17.50	17.85	18.21	18.57	18.94	19.32	19.71	20.10											4
5	HOURLY	17.43	17.78	18.13	18.50	18.87	19.24	19.63	20.02	20.42	20.83	21.25											5
6	HOURLY	18.23	18.60	18.97	19.35	19.74	20.13	20.53	20.95	21.36	21.79	22.23	22.67	23.13	23.59	24.06	24.54	25.03	25.53	26.04	26.56	27.09	6
7	HOURLY	19.13	19.51	19.91	20.30	20.71	21.12	21.55	21.98	22.42	22.86	23.32	23.79	24.26	24.75	25.24	25.75	26.26	26.79	27.33	27.87	28.43	7
8	HOURLY	20.11	20.52	20.93	21.34	21.77	22.21	22.65	23.10	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07	27.61	28.16	28.73	29.30	29.89	8
9	HOURLY	21.12	21.55	21.98	22.42	22.87	23.32	23.79	24.27	24.75	25.25	25.75	26.27	26.79	27.33	27.87	28.43	29.00	29.58	30.17	30.78	31.39	9
10	HOURLY	22.21	22.65	23.11	23.57	24.04	24.52	25.01	25.51	26.02	26.54	27.07	27.61	28.17	28.73	29.30	29.89	30.49	31.10	31.72	32.35	33.00	10
11	HOURLY	23.48	23.95	24.43	24.92	25.41	25.92	26.44	26.97	27.51	28.06	28.62	29.19	29.78	30.37	30.98	31.60	32.23	32.88	33.53	34.20	34.89	11
12	HOURLY	24.97	25.47	25.97	26.49	27.02	27.56	28.12	28.68	29.25	29.84	30.43	31.04	31.66	32.30	32.94	33.60	34.27	34.96	35.66	36.37	37.10	12
13	HOURLY	25.91	26.42	26.95	27.49	28.04	28.60	29.17	29.76	30.35	30.96	31.58	32.21	32.85	33.51	34.18	34.87	35.56	36.27	37.00	37.74	38.49	13
14	HOURLY	27.47	28.02	28.58	29.16	29.74	30.33	30.94	31.56	32.19	32.83	33.49	34.16	34.84	35.54	36.25	36.98	37.72	38.47	39.24	40.03	40.83	14
15	HOURLY	29.13	29.71	30.30	30.91	31.53	32.16	32.80	33.46	34.13	34.81	35.51	36.22	36.94	37.68	38.43	39.20	39.98	40.78	41.60	42.43	43.28	15
15	ANNUAL	60,584	61,795	63,031	64,292	65,578	66,889	68,227	69,592	70,984	72,403	73,851	75,328	76,835	78,372	79,939	81,536	83,169	84,832	86,529	88,259	90,024	15
16	HOURLY	30.87	31.49	32.12	32.76	33.42	34.08	34.77	35.46	36.17	36.89	37.63	38.39	39.15	39.94	40.73	41.55	42.38	43.23	44.09	44.97	45.87	16
16	ANNUAL	64,213	65,498	66,807	68,144	69,506	70,897	72,315	73,761	75,236	76,741	78,276	79,841	81,438	83,067	84,728	86,423	88,151	89,914	91,712	93,547	95,417	16
17	HOURLY	32.72	33.37	34.04	34.72	35.42	36.13	36.85	37.58	38.34	39.10	39.89	40.68	41.50	42.33	43.17	44.04	44.92	45.82	46.73	47.67	48.62	17
17	ANNUAL	68,057	69,419	70,807	72,223	73,668	75,141	76,644	78,177	79,740	81,335	82,962	84,621	86,313	88,040	89,800	91,596	93,428	95,297	97,203	99,147	101,130	17
18	HOURLY	34.68	35.38	36.08	36.80	37.54	38.29	39.06	39.84	40.64	41.45	42.28	43.12	43.98	44.86	45.76	46.68	47.61	48.56	49.53	50.52	51.54	18
18	ANNUAL	72,138	73,581	75,052	76,553	78,084	79,646	81,239	82,864	84,521	86,211	87,936	89,694	91,488	93,318	95,184	97,088	99,030	101,010	103,031	105,091	107,193	18
19	HOURLY	36.78	37.51	38.26	39.03	39.81	40.61	41.42	42.25	43.09	43.95	44.83	45.73	46.64	47.58	48.53	49.50	50.49	51.50	52.53	53.58	54.65	19
19	ANNUAL	76,498	78,027	79,588	81,180	82,803	84,459	86,149	87,872	89,629	91,422	93,250	95,115	97,017	98,958	100,937	102,956	105,015	107,115	109,257	111,442	113,671	19
20	HOURLY	38.97	39.75	40.54	41.35	42.18	43.02	43.88	44.76	45.66	46.57	47.50	48.45	49.42	50.41	51.42	52.44	53.49	54.56	55.65	56.77	57.90	20
20	ANNUAL	81,050	82,671	84,325	86,011	87,732	89,486	91,276	93,101	94,963	96,863	98,800	100,776	102,792	104,847	106,944	109,083	111,265	113,490	115,760	118,075	120,437	20
21	HOURLY	42.10	42.94	43.80	44.67	45.57	46.48	47.41	48.35	49.32	50.31	51.31	52.34	53.39	54.45	55.54	56.65	57.79	58.94	60.12	61.32	62.55	21
21	ANNUAL	87,558	89,309	91,095	92,917	94,775	96,671	98,604	100,576	102,588	104,639	106,732	108,867	111,044	113,265	115,530	117,841	120,198	122,602	125,054	127,555	130,106	21

STEPS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
22	HOURLY	45.46	46.37	47.30	48.24	49.21	50.19	51.20	52.22	53.26	54.33	55.42	56.53	57.66	58.81	59.98	61.18	62.41	63.66	64.93	66.23	67.55	22
22	ANNUAL	94,559	96,450	98,379	100,347	102,354	104,401	106,489	108,618	110,791	113,007	115,267	117,572	119,923	122,322	124,768	127,264	129,809	132,405	135,053	137,754	140,509	22
23	HOURLY	49.10	50.08	51.08	52.10	53.14	54.21	55.29	56.40	57.52	58.67	59.85	61.04	62.26	63.51	64.78	66.08	67.40	68.75	70.12	71.52	72.95	23
23	ANNUAL	102,118	104,161	106,244	108,369	110,536	112,747	115,002	117,302	119,648	122,041	124,482	126,971	129,511	132,101	134,743	137,438	140,187	142,990	145,850	148,767	151,743	23
24	HOURLY	53.03	54.09	55.17	56.28	57.40	58.55	59.72	60.91	62.13	63.37	64.64	65.94	67.25	68.60	69.97	71.37	72.80	74.25	75.74	77.25	78.80	24
24	ANNUAL	110,301	112,507	114,757	117,052	119,393	121,781	124,217	126,701	129,235	131,820	134,456	137,145	139,888	142,686	145,539	148,450	151,419	154,448	157,537	160,687	163,901	24
25	HOURLY	60.98	62.20	63.44	64.71	66.01	67.33	68.67	70.05	71.45	72.88	74.33	75.82	77.34	78.88	80.46	82.07	83.71	85.39	87.09	88.84	90.61	25
25	ANNUAL	126,837	129,374	131,961	134,601	137,293	140,039	142,839	145,696	148,610	151,582	154,614	157,706	160,860	164,078	167,359	170,706	174,120	177,603	181,155	184,778	188,473	25
NOS	SALARIED	Salary TBD with FY Budget Process																					NOS

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.
Annual is calculated by multiplying the number of hours worked per week X 52 X hourly rate of pay.

POLICE OFFICER SALARY SCHEDULE

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
			2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%		
PO50	Cadet	26.59																					PO50	
	ANNUAL	58,082																						
PO51	PO I	31.10	31.72																				PO51	
	ANNUAL	67,912	69,270																					
PO52	PO II				34.09	34.77	35.46	36.17																PO52
	ANNUAL				74,443	75,932	77,450	78,999	80,579	81,788	83,015													
PO53	Corporal/ PO III					40.43	41.23	42.06	42.90	43.76	44.63	45.53	46.44	47.37	48.31	49.28	50.26							PO53
	ANNUAL					88,290	90,056	91,857	93,694	95,568	97,479	99,429	101,417	103,446	105,515	107,625	109,777							
PO54	Sergeant										46.98	47.92	48.88	49.86	50.85	51.87	52.91	53.97	55.05	56.15	57.27	58.42	PO54	
	ANNUAL										102,608	104,661	106,754	108,889	111,067	113,288	115,554	117,865	120,222	122,627	125,079	127,581		
PO55	Lieutenant												54.47	55.56	56.67	57.81	58.96	60.14	61.35	62.57	63.82	65.10	PO55	
	ANNUAL												118,969	121,349	123,776	126,251	128,776	131,352	133,979	136,658	139,391	142,179		
PO56	Captain														60.42	61.63	62.86	64.12	65.40	66.71	68.05	69.41	PO56	
	ANNUAL														131,964	134,603	137,295	140,041	142,842	145,698	148,612	151,585		
PO57	Chief*															67.03	68.37	69.74	71.13	72.56	74.01	75.49	77.00	PO57
	ANNUAL															146,394	149,322	152,309	155,355	158,462	161,631	164,864	168,161	





Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.
Annual is calculated by multiplying hourly rate X 2184 hours per year.

Executive Municipal Officer Position
Salary Grades
for Fiscal Year 2026-2027

Position	Salary Grade
City Attorney	25
City Recorder/Purchasing Agent	22
Community Development Director	24
Economic Development Director	22
Finance Director	24
Fire Chief	24
HR Director/Treasurer	24
IT Director	24
Library Director	22
Parks & Recreation Director	24
PSD/Chief of Police	PO57
Public Works Director	24

EXHIBIT B

Tooele City Salary Schedule
for fiscal year 2025-2026

GENERAL SALARY SCHEDULE - Revised: 06/22/2025 for FYE 6/2026

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
1	HOURLY	13.70	13.97	14.25	14.54	14.83	15.13	15.43	15.74	16.05	16.37	16.70											1
2	HOURLY	14.47	14.76	15.05	15.36	15.66	15.98	16.30	16.62	16.95	17.29	17.64											2
3	HOURLY	15.08	15.38	15.69	16.00	16.32	16.65	16.98	17.32	17.67	18.02	18.38											3
4	HOURLY	15.97	16.29	16.62	16.95	17.29	17.63	17.98	18.34	18.71	19.09	19.47											4
5	HOURLY	16.88	17.22	17.56	17.91	18.27	18.64	19.01	19.39	19.78	20.17	20.58											5
6	HOURLY	17.66	18.01	18.37	18.74	19.12	19.50	19.89	20.29	20.69	21.11	21.53	21.96	22.40	22.85	23.30	23.77	24.24	24.73	25.22	25.73	26.24	6
7	HOURLY	18.53	18.90	19.28	19.66	20.06	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	26.99	27.53	7
8	HOURLY	19.48	19.87	20.27	20.67	21.09	21.51	21.94	22.38	22.82	23.28	23.75	24.22	24.71	25.20	25.70	26.22	26.74	27.28	27.82	28.38	28.95	8
9	HOURLY	20.46	20.87	21.29	21.71	22.15	22.59	23.04	23.50	23.97	24.45	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40	9
10	HOURLY	21.51	21.94	22.38	22.83	23.28	23.75	24.22	24.71	25.20	25.71	26.22	26.74	27.28	27.83	28.38	28.95	29.53	30.12	30.72	31.34	31.96	10
11	HOURLY	22.74	23.19	23.66	24.13	24.61	25.11	25.61	26.12	26.64	27.18	27.72	28.27	28.84	29.42	30.00	30.61	31.22	31.84	32.48	33.13	33.79	11
12	HOURLY	24.18	24.66	25.16	25.66	26.17	26.70	27.23	27.78	28.33	28.90	29.48	30.06	30.67	31.28	31.90	32.54	33.19	33.86	34.53	35.23	35.93	12
13	HOURLY	25.09	25.59	26.10	26.63	27.16	27.70	28.26	28.82	29.40	29.98	30.58	31.20	31.82	32.46	33.11	33.77	34.44	35.13	35.83	36.55	37.28	13
14	HOURLY	26.61	27.14	27.69	28.24	28.80	29.38	29.97	30.57	31.18	31.80	32.44	33.09	33.75	34.42	35.11	35.81	36.53	37.26	38.01	38.77	39.54	14
15	HOURLY	28.21	28.77	29.35	29.94	30.54	31.15	31.77	32.40	33.05	33.71	34.39	35.08	35.78	36.49	37.22	37.97	38.73	39.50	40.29	41.10	41.92	15
15	ANNUAL	58,677	59,850	61,047	62,268	63,514	64,784	66,080	67,401	68,749	70,124	71,527	72,957	74,416	75,905	77,423	78,971	80,551	82,162	83,805	85,481	87,191	15
16	HOURLY	29.90	30.50	31.11	31.73	32.36	33.01	33.67	34.35	35.03	35.73	36.45	37.18	37.92	38.68	39.45	40.24	41.05	41.87	42.70	43.56	44.43	16
16	ANNUAL	62,192	63,436	64,705	65,999	67,319	68,665	70,038	71,439	72,868	74,325	75,812	77,328	78,874	80,452	82,061	83,702	85,376	87,084	88,825	90,602	92,414	16
17	HOURLY	31.69	32.32	32.97	33.63	34.30	34.99	35.69	36.40	37.13	37.87	38.63	39.40	40.19	40.99	41.81	42.65	43.50	44.37	45.26	46.17	47.09	17
17	ANNUAL	65,915	67,234	68,578	69,950	71,349	72,776	74,231	75,716	77,230	78,775	80,350	81,957	83,596	85,268	86,974	88,713	90,487	92,297	94,143	96,026	97,947	17
18	HOURLY	33.59	34.26	34.95	35.65	36.36	37.09	37.83	38.58	39.36	40.14	40.95	41.76	42.60	43.45	44.32	45.21	46.11	47.03	47.97	48.93	49.91	18
18	ANNUAL	69,867	71,265	72,690	74,144	75,627	77,139	78,682	80,255	81,861	83,498	85,168	86,871	88,609	90,381	92,188	94,032	95,913	97,831	99,788	101,783	103,819	18
19	HOURLY	35.62	36.33	37.06	37.80	38.56	39.33	40.11	40.92	41.73	42.57	43.42	44.29	45.17	46.08	47.00	47.94	48.90	49.88	50.87	51.89	52.93	19
19	ANNUAL	74,090	75,571	77,083	78,624	80,197	81,801	83,437	85,106	86,808	88,544	90,315	92,121	93,964	95,843	97,760	99,715	101,709	103,743	105,818	107,935	110,093	19
20	HOURLY	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35	44.22	45.10	46.00	46.92	47.86	48.82	49.80	50.79	51.81	52.85	53.90	54.98	56.08	20
20	ANNUAL	78,499	80,069	81,671	83,304	84,970	86,669	88,403	90,171	91,974	93,814	95,690	97,604	99,556	101,547	103,578	105,650	107,763	109,918	112,116	114,359	116,646	20
21	HOURLY	40.77	41.59	42.42	43.27	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74	53.80	54.87	55.97	57.09	58.23	59.39	60.58	21
21	ANNUAL	84,802	86,498	88,228	89,992	91,792	93,628	95,500	97,410	99,359	101,346	103,373	105,440	107,549	109,700	111,894	114,132	116,414	118,743	121,118	123,540	126,011	21

	STEPS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
22	HOURLY	44.03	44.91	45.81	46.72	47.66	48.61	49.58	50.58	51.59	52.62	53.67	54.75	55.84	56.96	58.10	59.26	60.44	61.65	62.89	64.14	65.43	22
22	ANNUAL	91,582	93,414	95,282	97,188	99,132	101,114	103,137	105,199	107,303	109,449	111,638	113,871	116,149	118,472	120,841	123,258	125,723	128,237	130,802	133,418	136,087	22
23	HOURLY	47.55	48.50	49.47	50.46	51.47	52.50	53.55	54.62	55.71	56.83	57.96	59.12	60.30	61.51	62.74	64.00	65.28	66.58	67.91	69.27	70.66	23
23	ANNUAL	98,904	100,882	102,900	104,958	107,057	109,198	111,382	113,610	115,882	118,199	120,563	122,975	125,434	127,943	130,502	133,112	135,774	138,489	141,259	144,084	146,966	23
24	HOURLY	51.36	52.39	53.43	54.50	55.59	56.71	57.84	59.00	60.18	61.38	62.61	63.86	65.14	66.44	67.77	69.12	70.51	71.92	73.35	74.82	76.32	24
24	ANNUAL	106,829	108,965	111,145	113,368	115,635	117,948	120,307	122,713	125,167	127,670	130,224	132,828	135,485	138,194	140,958	143,777	146,653	149,586	152,578	155,629	158,742	24
25	HOURLY	59.06	60.24	61.45	62.67	63.93	65.21	66.51	67.84	69.20	70.58	71.99	73.43	74.90	76.40	77.93	79.49	81.08	82.70	84.35	86.04	87.76	25
25	ANNUAL	122,845	125,302	127,808	130,364	132,971	135,631	138,343	141,110	143,932	146,811	149,747	152,742	155,797	158,913	162,091	165,333	168,640	172,012	175,453	178,962	182,541	25
NOS	SALARIED	Salary TBD with FY Budget Process																				NOS	

Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.
Annual is calculated by multiplying the number of hours worked per week X 52 X hourly rate of pay.

POLICE OFFICER SALARY SCHEDULE

STEPS		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
			2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%		
PO50	Cadet	25.88																					PO50	
	ANNUAL	56,522																						
PO51	PO I	30.26	30.87																				PO51	
	ANNUAL	66,088	67,410																					
PO52	PO II			33.17	33.83	34.51	35.20																PO52	
	ANNUAL			72,443	73,892	75,370	76,877	78,415	79,991	80,785														
PO53	Corporal/ PO III					39.34	40.13	40.93	41.75	42.58	43.43	44.30	45.19	46.09	47.01	47.96	48.91						PO53	
	ANNUAL					85,919	87,637	89,390	91,177	93,001	94,861	96,758	98,693	100,667	102,681	104,734	106,829							
PO54	Sergeant										45.72	46.63	47.57	48.52	49.49	50.48	51.49	52.52	53.57	54.64	55.73	56.85	PO54	
	ANNUAL										99,852	101,850	103,887	105,964	108,084	110,245	112,450	114,699	116,993	119,333	121,720	124,154		
PO55	Lieutenant												53.01	54.07	55.15	56.25	57.38	58.53	59.70	60.89	62.11	63.35	PO55	
	ANNUAL												115,774	118,089	120,451	122,860	125,317	127,824	130,380	132,988	135,648	138,360		
PO56	Captain														58.80	59.98	61.18	62.40	63.65	64.92	66.22	67.54	PO56	
	ANNUAL														128,419	130,988	133,607	136,279	139,005	141,785	144,621	147,513		
PO57	Chief*															65.23	66.53	67.87	69.22	70.61	72.02	73.46	74.93	PO57
	ANNUAL															142,462	145,312	148,218	151,182	154,206	157,290	160,436	163,644	





Note: This schedule rounds to the nearest penny. Due to rounding, some rates will be +/- the stated %. Due to rounding stated annual may be slightly off.
Annual is calculated by multiplying hourly rate X 2184 hours per year.

TOOELE CITY CORPORATION

PROPERTY TAX IMPACT SCHEDULE

FISCAL YEAR 2026-2027

Proposed Property Tax Impact Schedule

Tooele City will consider an increase to its certified property tax rate from .002527 to .002590, which is estimated to generate an additional \$238,092 in additional property tax revenue. The following information is intended to provide City Council and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.

Tooele City's Certified Tax Rate	0.002527
Truth in Taxation Proposed Rate	0.002590
Tooele City's Current Property Tax Revenue	\$9,550,107
Proposed Revenue with Tax Change	\$9,788,199
New Property Tax Revenue to Tooele City (not including new growth)	\$238,092

Percentage increase to property tax rate **2.49%**

Property Type	Median Value for Tooele City	Certified Tax Rate	Proposed Tax Rate	Increase/ (Decrease) per year	Increase/ (Decrease) per month	% Increase/ (Decrease)
Residential	\$ 382,162	\$ 531.15	\$ 544.39	\$ 13.24	\$ 1.10	2.49%
Commercial	\$ 513,900	\$ 1,298.63	\$ 1,331.00	\$ 32.38	\$ 2.70	2.49%

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Long Term Debt	\$ 1,075,537	\$ 939,362	\$ 138,092	Judgement Levy Bond payment increased from \$535,632 in FY25 to \$1,075,537 in FY27. This tax rate is solely to collect payment for the bond and this rate will resolve when the bond is paid off.

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Fire	\$ 1,583,798	\$ 1,483,798	\$ 100,000	The volunteer fire department is requesting to implement stipends for volunteers as well as an administrative assistant to assist the department

Total General Fund Change: \$ 238,092

TOOELE CITY CORPORATION

RESOLUTION 2026-42

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PROPOSED TAX RATE FOR FISCAL YEAR 2026-2027.

WHEREAS, Utah Code §10-6-133 requires cities to set by ordinance or resolution the real and personal property tax levy, or certified tax rate, for various municipal purposes; and,

WHEREAS, the certified tax rate has been calculated by the Utah State Tax Commission to be .002527 for Fiscal Year 2026-2027; and,

WHEREAS, the actual certified tax rate will be established at the time of the City Council's approval of the final Fiscal Year 2026-2027 budget, on August 19, 2026; and,

WHEREAS, the City Council proposes to not adopt the Tax Commission certified tax rate but to adopt the proposed tax rate of .002590 for Fiscal Year 2026-2027; and,

WHEREAS, the City Council convened a public hearing on the proposed tax rate on June 17, 2026, together with the public hearing on the interim budget:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City proposed real and personal property tax levy, or proposed tax rate, is hereby set at **0.002590** for Fiscal Year 2026-2027.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2026-43

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING AN INTERIM BUDGET FOR TOOELE CITY FOR FISCAL YEAR 2026-2027.

WHEREAS, the Tooele City Council adopted the budget officer's tentative budget for fiscal year 2026-2027 on May 6, 2026, and established June 17, 2026, as the date for a public hearing for the final budget, as required by U.C.A. Chapter 10-6; and,

WHEREAS, the City Council convened a public hearing on June 17, 2026, as required by U.C.A. §10-6-114; and,

WHEREAS, the City Council desires to adopt an interim budget based on a proposed increase in the certified tax rate, in accordance with U.C.A. § 59-2-924; and,

WHEREAS, the City Council is required to adopt the final budget pursuant to U.C.A. §10-6-118 by June 30, or by September 1 if a property tax increase is proposed; and,

WHEREAS, the City Council will hold a truth-in-taxation public hearing on August 19, 2026, prior to adopting the final budget and new certified tax rate; and,

WHEREAS, the fiscal year 2026-2027 budget adoption process has followed the requirements of Utah Code Title 10, Chapter 6:

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City interim budget for fiscal year 2026-2027 is hereby adopted.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to form:

Matthew C. Johnson, City Attorney

**TOOELE CITY CORPORATION
ORDINANCE 2026-17**

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING THE NORTHERN NINE-FOOT PORTION OF JAMES WAY LOCATED BETWEEN LODESTONE WAY AND INDUSTRIAL LOOP ROAD

WHEREAS, Tooele City has initiated a petition to vacate nine feet of the northern portion of James Way ROW between Lodestone Way and Industrial Loop Road; and,

WHEREAS, the Petition complies with the requirements for right-of-way vacations, as described in UCA Section 10-20-813; and,

WHEREAS, the ROW contains approximately 18,745 square-feet (0.43 acres); and,

WHEREAS, the ROW runs **east** and **west**, and is bounded by Lodestone Way on the **east**, and Industrial Loop Road on the **west**, the industrial property to the **north**; and,

WHEREAS, the Affected Parcel of the property to the north is listed as 02-132-0-0042 (Entry No. 480430); and,

WHEREAS, the land owners have contracted to have the ROW surveyed (see the surveyed right-of-way legal description(s) attached hereto as Exhibit A); and,

WHEREAS, the property proposed to be vacated is as shown and attached hereto as Exhibit B; and,

WHEREAS, pursuant to UCA Section 72-5-105, "title to the vacated [ROW] . . . shall vest to the adjoining record owners, with the vacated portion of the [ROW] assessed to the adjoining owner"; and,

WHEREAS, with the installation of signalized intersections along Utah Avenue at both Lodestone Way and Industrial Loop Road the City does not anticipate developing the full 84-foot ROW of James Way as an improved street because the ROW would primarily only benefit the adjoining properties as opposed to the larger public interest; and,

WHEREAS, the City has identified underground utilities and infrastructure located in and under the ROW, namely, Beehive Broadband, Comcast, Depot Broadband LLC, Embridge Gas Utah, Rocky Mountain Power, Settlement Canyon Irrigation, and Tooele City; and,

WHEREAS, if the ROW is vacated, the City and other entities responsible for the maintenance of public utilities will need access to the utility infrastructure located in and under the ROW; and,

WHEREAS, the City has notified the owners and operators of all known utility

facilities, if any, in and under the ROW, and those owners, if any, have given their consent to the vacation of the ROW; and,

WHEREAS, the public hearing notice requirements of Utah Code Ann. §10-20-208 have been met; and,

WHEREAS, as required by UCA Sections 10-20-813 and 72-5-105, this ordinance and its exhibits are to be recorded in the office of the Tooele County Recorder to accomplish the vacation of the ROW; and,

WHEREAS, on June 10, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, considered the Staff Report and its exhibits (attached as Exhibit C), and voted to forward its positive recommendation to the City Council (see the Planning Commission draft minutes attached as Exhibit D); and,

WHEREAS, a public hearing was held before the City Council on the Petition on June 17, 2026, during which the City Council considered (1) whether there were good cause to vacate the ROW, and (2) whether the public interest or any person would be materially injured by the vacation of the ROW:

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

1. Good cause exists to vacate the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have consented to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
2. Neither the public interest nor any person is anticipated to be materially injured by the vacation of the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. the portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;

- c. the above-referenced utility companies have consented to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
- 3. The ROW, as described above and as depicted and described in Exhibits A and B, is hereby vacated.
 - 4. Title to the vacated ROW shall vest to the adjoining record owner.
 - 5. Easements for all existing utilities (including, but not limited to, water, sewer, power, gas, communications, cable, and other public utilities and private franchise utilities) located in and under the ROW are hereby expressly preserved in favor of the utility owners.
 - 6. Easements for all future Tooele City utilities in and under the ROW are hereby expressly preserved in favor of Tooele City.
 - 7. The City Recorder shall record this ordinance, together with its exhibits, in the office of the Tooele County Recorder.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council
this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

ABSTAINING: _____
[Type or Print Name]

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Type or Print Name]

ATTEST:

Approved as to Form:

Shilo Baker, City Recorder

Matthew C. Johnson, City Attorney

S E A L

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Maresa Manzione, who did affirm to me that she is the Mayor of Tooele City Corporation, and that she did execute the foregoing ordinance with due authority this ____ day of _____, 2026.

Notary Public
Residing in Tooele County, Utah

EXHIBIT A

ROW Vacation Legal Description

EXHIBIT "A"
9-FOOT STRIP DESCRIPTION

A strip of land, situate Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at a point on the North right-of-way line of James Way which was dedicated by the plat under Entry No. 313010 as recorded in the office of the Tooele County Recorder, said point being located South 89°43'01" West 2384.80 feet along the Section line and North 0°16'59" West 1680.55 feet from the found Tooele County Dependent Resurvey monument representing the Southeast Corner of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence Easterly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the left (center bears North 29°26'26" East and the long chord bears North 74°28'14" East 70.67 feet through a central angle of 89°56'24") along the said North right-of-way line of James Way to a point on the West right-of-way line of Lodestone Way (Entry No. 312875);

thence South 29°30'02" West 9.00 feet along said West right-of-way line;

thence Westerly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 60°29'58" West and the long chord bears South 74°28'14" West 70.67 feet through a central angle of 89°56'24");

thence North 60°33'34" West 1,982.81 feet;

thence Northerly 78.53 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 29°26'26" East and the long chord bears North 15°33'58" West 70.70 feet through a central angle of 89°59'13") to a point on the East right-of-way line of Industrial Loop Road (Entry No. 219594);

thence North 29°25'39" East 9.00 feet along said East right-of-way line to the said North right-of-way line of James Way;

thence Southerly 78.52 feet along the arc of a 50.00 feet radius non-tangent curve to the left (center bears South 60°34'28" East and the long chord bears South 15°33'57" East 70.70 feet through a central angle of 89°58'58") along said North right-of-way line of James Way;

thence South 60°33'34" East 1,982.82 feet along said North right-of-way line of James Way, to the Point of Beginning.

Contains 18,745 square feet or 0.43 acres.

EXHIBIT B

RIGHT OF WAY VACATION EXHIBIT

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT the Tooele City Planning Commission will meet in a business meeting scheduled for **Wednesday, June 10, 2026** at the hour of 7:00 p.m. The meeting will be held in the City Council Chambers of Tooele City Hall, located at 90 North Main Street, Tooele, Utah.

*We encourage anyone interested to join the Planning Commission meeting electronically through Tooele City's YouTube channel by logging onto www.youtube.com/@tooelecitey or searching for our YouTube handle **@tooelecitey**. If you would like to submit a comment for any public hearing item you may email pcpubliccomment@tooelecitey.gov any time after the advertisement of this agenda and before the close of the hearing for that item during the meeting. Emails will only be read for public hearing items at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Hearing and Recommendation** on a Tooele City initiated application proposing the partial vacation of a nine (9) foot strip of public right-of-way along the northern portion of James Way, extending approximately 1,982 linear feet between the Industrial Loop intersection and the Lodestone Way intersection, which would reduce the existing right-of-way width of James Way from eighty-five (85) feet to seventy-six (76) feet.
4. **City Council Reports**
5. **Review and Decision** – May 27, 2026 Planning Commission meeting minutes.
6. **Adjourn**

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Anna Anglin, Tooele City Planner, prior to the meeting at (435) 843-2132.

STAFF REPORT

June 3, 2026

To: Tooele City Planning Commission
Business Date: June 10, 2026

From: Planning Division
Community Development Department

Prepared By: Anna Anglin City Planner / Zoning Administrator

Re: James Way- Right-of-Way Vacation

Application No.: 2026038
Applicant: Tooele City Corporation
Project Location: James Way between Lodestone Way and Industrial Loop Roads
Zoning: I Industrial
Acreage: Approximately .43 Acres total street vacation
Ordinance No.: 2026-17
Request: Tooele City has initiated a petition to vacate a portion of the existing public right-of-way along the north side of James Way. The proposed vacation would remove a nine (9) foot strip of right-of-way extending approximately 1,982 linear feet and reduce the existing right-of-way width from 85 feet to 76 feet.

BACKGROUND

The proposed right-of-way vacation is located along the northern edge of James Way, between Industrial Loop Road and Lodestone Way. The subject area consists of a narrow strip of excess public right-of-way adjacent to property intended for future development.

The City has agreed to the right-of-way narrowing due to the installation of traffic signals at the intersections of Lodestone Way and Utah Avenue, and Industrial Loop Road and Utah Avenue.

Originally, when a signal existed only at Industrial Loop Road, it was anticipated that additional traffic would utilize James Way to access that intersection, necessitating the preservation of additional right-of-way. With the installation of the new signal at Lodestone Way, that anticipated traffic demand has been significantly reduced, thereby justifying the reduction in right-of-way width.

Because the proposed action affects an existing public street right-of-way, the request is being processed in accordance with Utah Code § 10-20-813. The City has elected to process and record the partial vacation through the adoption of an ordinance following approval by the City Council.

PUBLIC NOTICE

Utah Code §10-20-813 requires notification of adjacent property owners, property owners located within 300 feet of the area proposed for vacation, and utility companies with facilities or easement interests located within the affected right-of-way.

Notice of the proposed vacation was provided in accordance with state law. In addition, the City made efforts to obtain signatures from adjacent property owners in support of the request.

Of the four property owners directly adjacent to the portion of right-of-way proposed for vacation, one property owner submitted a signature in support of the request. At the time of this staff report, no written objections were received from adjacent property owners, nearby property owners, or utility providers.

ANALYSIS

Tooele City Ordinances do not contain specific procedures or approval standards for street vacations. In situations where municipal ordinances do not establish a process, staff relies upon applicable provisions of Utah State Code.

Pursuant to Utah Code §10-20-813(4), the City Council must determine whether:

- A. Good cause exists for the proposed vacation; and
- B. Neither the public interest nor any person will be materially injured by the proposed vacation.

Staff finds that good cause exists because the vacation will facilitate development of the adjoining property while retaining sufficient right-of-way for public transportation, utility infrastructure, and maintenance operations.

The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;

The proposed reduction in right-of-way width from 85 feet to 76 feet will not adversely affect the functionality of James Way. Staff has not identified any impacts to traffic circulation, public access, emergency services, or utility operations. Furthermore, no objections were received from affected property owners or utility providers.

Based on staff review, the proposed vacation satisfies the criteria established in Utah Code §10-20-813.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the right of way vacate submission and has issued a recommendation for approval for the request.

Engineering Review. The Tooele City Engineering and Public Works Division reviewed the proposed partial street vacate and found no issues with it.

Tooele City Fire Department Review. The Tooele City Fire Department reviewed the proposed partial street vacate and found no issues with it.

STAFF RECOMMENDATION

Based upon the findings listed below, staff recommends that the City Council approve the ordinance vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way. This recommendation is based on the following findings:

1. The request is consistent with the procedures established by Utah Code §10-20-813.
2. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
3. The utility companies with access to the easements have not expressed any objections to the ROW vacation; and,

4. The ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the vacated ROW.

MODEL MOTIONS

Sample Motion for Recommendation of Approval – "I move that the Planning Commission forward a recommendation to the City Council for approval of Ordinance No. 2026-17, vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, application number 2026038, based on the findings contained in the Staff Report dated June 3, 2026:"

1. List any additional findings of fact and conditions...

Sample Motion for Denial – "I move that the Planning Commission forward a recommendation to the City Council for denial of Ordinance No. 2026-17, vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, application number 2026038, based on the findings contained in the Staff Report dated June 3, 2026, and based upon the following findings:"

1. List findings of fact supporting denial.
2. List additional findings supporting denial.

Sample Motion for Continuance-"I move that the Planning Commission continue consideration of application number 2026038, requesting the vacation of a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, to a future Planning Commission meeting, for the following reasons:"

1. Additional information is needed regarding _____.
2. Further review is necessary regarding _____.

EXHIBITS

- A. Proposed Ordinance W/ Exhibits
- B. Vicinity Map
- C. DRC Approval
- D. List Of Notified Utility Companies
- E. Signed Application
- F. Adjacent Property Owner Signature

EXHIBIT A

PROPOSED ORDINANCE W/ EXHIBITS

**TOOELE CITY CORPORATION
ORDINANCE 2026-17**

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING THE NORTHERN NINE-FOOT PORTION OF JAMES WAY LOCATED BETWEEN LODESTONE WAY AND INDUSTRIAL LOOP ROAD

WHEREAS, Tooele City has initiated a petition to vacate nine feet of the northern portion of James Way ROW between Lodestone Way and Industrial Loop Road; and,

WHEREAS, the Petition complies with the requirements for right-of-way vacations, as described in UCA Section 10-20-813; and,

WHEREAS, the ROW contains approximately 18,745 square-feet (0.43 acres); and,

WHEREAS, the ROW runs **east** and **west**, and is bounded by Lodestone Way on the **east**, and Industrial Loop Road on the **west**, the industrial property to the **north**; and,

WHEREAS, the Affected Parcel of the property to the north is listed as 02-132-0-0042 (Entry No. 480430); and,

WHEREAS, the land owners have contracted to have the ROW surveyed (see the surveyed right-of-way legal description(s) attached hereto as Exhibit A); and,

WHEREAS, the property proposed to be vacated is as shown and attached hereto as Exhibit B; and,

WHEREAS, pursuant to UCA Section 72-5-105, "title to the vacated [ROW] . . . shall vest to the adjoining record owners, with the vacated portion of the [ROW] assessed to the adjoining owner"; and,

WHEREAS, with the installation of signalized intersections along Utah Avenue at both Lodestone Way and Industrial Loop Road the City does not anticipate developing the full 84-foot ROW of James Way as an improved street because the ROW would primarily only benefit the adjoining properties as opposed to the larger public interest; and,

WHEREAS, the City has identified underground utilities and infrastructure located in and under the ROW, namely, Beehive Broadband, Comcast, Depot Broadband LLC, Embridge Gas Utah, Rocky Mountain Power, Settlement Canyon Irrigation, and Tooele City; and,

WHEREAS, if the ROW is vacated, the City and other entities responsible for the maintenance of public utilities will need access to the utility infrastructure located in and under the ROW; and,

WHEREAS, the City has notified the owners and operators of all known utility

facilities, if any, in and under the ROW, and those owners, if any, have been notified of the vacation of the ROW; and,

WHEREAS, the public hearing notice requirements of Utah Code Ann. §10-20-208 have been met; and,

WHEREAS, as required by UCA Sections 10-20-813 and 72-5-105, this ordinance and its exhibits are to be recorded in the office of the Tooele County Recorder to accomplish the vacation of the ROW; and,

WHEREAS, a public hearing was held before the City Council on the Petition on _____, 2026, during which the City Council considered (1) whether there was good cause to vacate the ROW, and (2) whether the public interest or any person would be materially injured by the vacation of the ROW:

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

1. Good cause exists to vacate the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have been notified to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the vacated ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the vacated ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
2. Neither the public interest nor any person is anticipated to be materially injured by the vacation of the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. the portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have been notified of the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,

- e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
- 3. The ROW, as described above and as depicted and described in Exhibits A and B, is hereby vacated.
 - 4. Title to the vacated ROW shall vest to the adjoining record owner.
 - 5. Easements for all existing utilities (including, but not limited to, water, sewer, power, gas, communications, cable, and other public utilities and private franchise utilities) located in and under the vacated and remaining ROW are hereby expressly preserved in favor of the utility owners.
 - 6. Easements for all future Tooele City utilities in and under the vacated and remaining ROW are hereby expressly preserved in favor of Tooele City.
 - 7. The City Recorder shall record this ordinance, together with its exhibits, in the office of the Tooele County Recorder.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council
this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

ABSTAINING: _____
[Type or Print Name]

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Type or Print Name]

ATTEST:

Approved as to Form:

Shilo Baker, City Recorder

Matthew C. Johnson, City Attorney

S E A L

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Maresa Manzione, who did affirm to me that she is the Mayor of Tooele City Corporation, and that she did execute the foregoing ordinance with due authority this ____ day of _____, 2026.

Notary Public
Residing in Tooele County, Utah

EXHIBIT A

ROW Vacation Legal Description

EXHIBIT "A"
9-FOOT STRIP DESCRIPTION

A strip of land, situate Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at a point on the North right-of-way line of James Way which was dedicated by the plat under Entry No. 313010 as recorded in the office of the Tooele County Recorder, said point being located South 89°43'01" West 2384.80 feet along the Section line and North 0°16'59" West 1680.55 feet from the found Tooele County Dependent Resurvey monument representing the Southeast Corner of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence Easterly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the left (center bears North 29°26'26" East and the long chord bears North 74°28'14" East 70.67 feet through a central angle of 89°56'24") along the said North right-of-way line of James Way to a point on the West right-of-way line of Lodestone Way (Entry No. 312875);

thence South 29°30'02" West 9.00 feet along said West right-of-way line;

thence Westerly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 60°29'58" West and the long chord bears South 74°28'14" West 70.67 feet through a central angle of 89°56'24");

thence North 60°33'34" West 1,982.81 feet;

thence Northerly 78.53 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 29°26'26" East and the long chord bears North 15°33'58" West 70.70 feet through a central angle of 89°59'13") to a point on the East right-of-way line of Industrial Loop Road (Entry No. 219594);

thence North 29°25'39" East 9.00 feet along said East right-of-way line to the said North right-of-way line of James Way;

thence Southerly 78.52 feet along the arc of a 50.00 feet radius non-tangent curve to the left (center bears South 60°34'28" East and the long chord bears South 15°33'57" East 70.70 feet through a central angle of 89°58'58") along said North right-of-way line of James Way;

thence South 60°33'34" East 1,982.82 feet along said North right-of-way line of James Way, to the Point of Beginning.

Contains 18,745 square feet or 0.43 acres.



EXHIBIT B

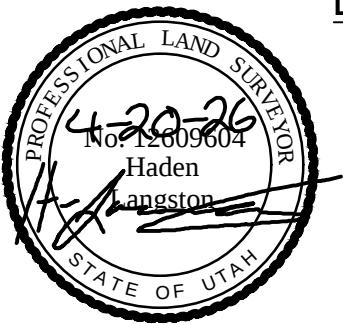
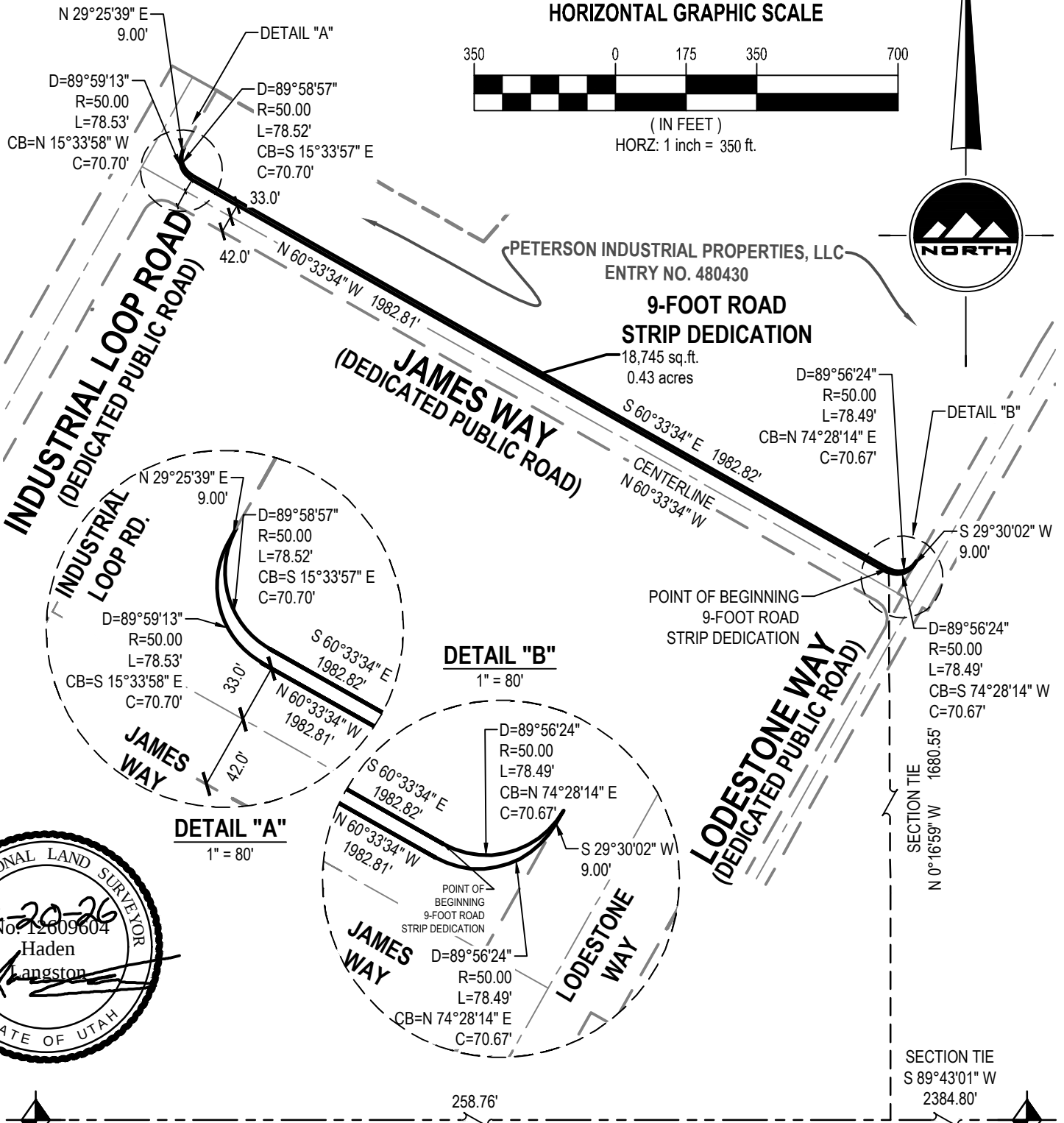
RIGHT OF WAY VACATION EXHIBIT

HORIZONTAL GRAPHIC SCALE



(IN FEET)

HORZ: 1 inch = 350 ft.



SOUTH QUARTER CORNER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" TCS BRASS MONUMENT, NO DATE)

SOUTHEAST CORNER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" TCS BRASS MONUMENT, DATED 1982)

PROJECT NUMBER
94561.3

PRINT DATE
2026-04-20

PROJECT MANAGER
H. LANGSTON

DESIGNED BY
D. THACKER

1 OF 1

JAMES WAY 9-FOOT ROAD STRIP DEDICATION JAMES WAY TOOELE CITY, UTAH 84074 EXHIBIT "B"



TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.643.3590
WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

EXHIBIT B
VICINITY MAP



EXHIBIT C

DEVELOPMENT REVIEW TEAM APPROVAL

Approval
P Hansen
City Engineer
05/13/2026

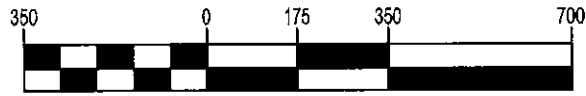
Approval
N Farrer
Public Works Director
5/20/2026

APPROVED
N Wall
Fire Marshal
05/20/2026

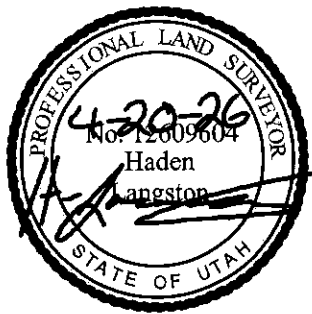
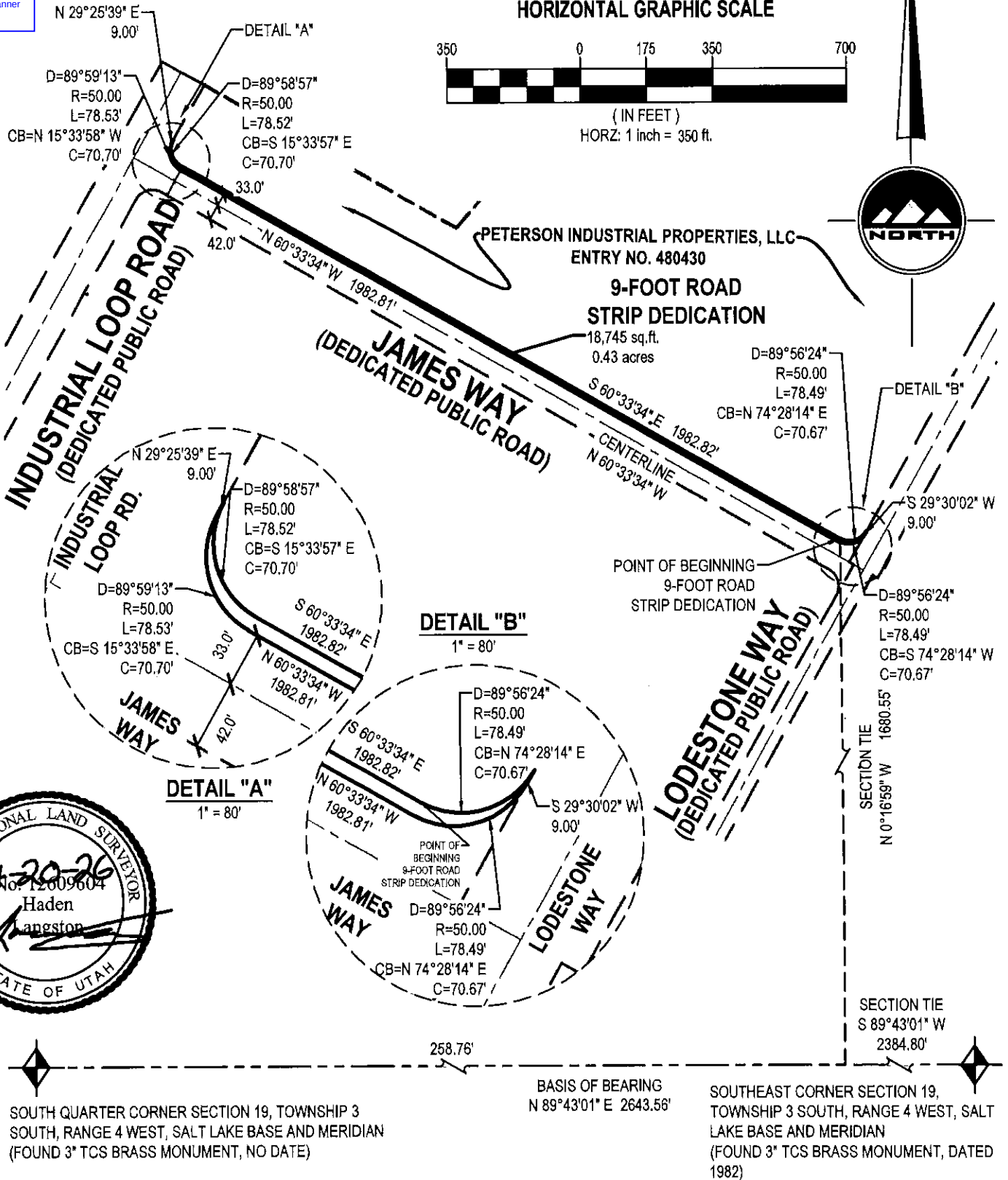
APPROVED

ANNA ANGLIN
Tooele City Planner
05/21/2026

HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 350 ft.



PROJECT NUMBER
945613

PRINT DATE
2026-04-20

PROJECT MANAGER
H. LANGSTON

DESIGNED BY
D. THACKER

1 OF 1

JAMES WAY 9-FOOT ROAD STRIP DEDICATION

JAMES WAY
TOOELE CITY, UTAH 84074
EXHIBIT "B"

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
Phone: 801.256.0528

LAYTON
Phone: 801.547.1100

SEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.856.2983

TOOELE
3950 N Tealby Way, Ste 200
Erd, UT 84074
Phone: 435.843.3590
WWW.ENSIGNENG.COM

EXHIBIT "A"
9-FOOT STRIP DESCRIPTION

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Beginning at a point on the North right-of-way line of James Way which was dedicated by the plat under Entry No. 313010 as recorded in the office of the Tooele County Recorder, said point being located South $89^{\circ}43'01''$ West 2384.80 feet along the Section line and North $0^{\circ}16'59''$ West 1680.55 feet from the found Tooele County Dependent Resurvey monument representing the Southeast Corner of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence Easterly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the left (center bears North $29^{\circ}26'26''$ East and the long chord bears North $74^{\circ}28'14''$ East 70.67 feet through a central angle of $89^{\circ}56'24''$) along the said North right-of-way line of James Way to a point on the West right-of-way line of Lodestone Way (Entry No. 312875);

thence South $29^{\circ}30'02''$ West 9.00 feet along said West right-of-way line;

thence Westerly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North $60^{\circ}29'58''$ West and the long chord bears South $74^{\circ}28'14''$ West 70.67 feet through a central angle of $89^{\circ}56'24''$);

thence North $60^{\circ}33'34''$ West 1,982.81 feet;

thence Northerly 78.53 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North $29^{\circ}26'26''$ East and the long chord bears North $15^{\circ}33'58''$ West 70.70 feet through a central angle of $89^{\circ}59'13''$) to a point on the East right-of-way line of Industrial Loop Road (Entry No. 219594);

thence North $29^{\circ}25'39''$ East 9.00 feet along said East right-of-way line to the said North right-of-way line of James Way;

thence Southerly 78.52 feet along the arc of a 50.00 feet radius non-tangent curve to the left (center bears South $60^{\circ}34'28''$ East and the long chord bears South $15^{\circ}33'57''$ East 70.70 feet through a central angle of $89^{\circ}58'58''$) along said North right-of-way line of James Way;

thence South $60^{\circ}33'34''$ East 1,982.82 feet along said North right-of-way line of James Way, to the Point of Beginning.

Contains 18,745 square feet or 0.43 acres.

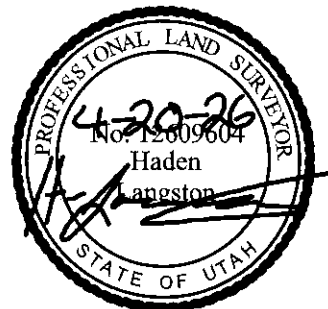


EXHIBIT D

LIST OF NOTIFIED UTILITY COMPANIES

From: noreply@bluestakes.org
To: [Anna Anglin](#)
Subject: Member Notification List
Date: Monday, May 18, 2026 1:59:34 PM

[External Email]

Name : BEEHIVE BROADBAND
Phone : 800-778-9140
Contact: USIC CUSTOMER SERVICE

Name : COMCAST
Phone : 385-592-0250
Contact: INTEGRITY DISPATCH CENTER

Name : DEPOT BROADBAND LLC
Phone : 435-849-8400
Contact: ALEX PETERSON
Email : ALEX@DEPOTBROADBAND.COM

Name : ENBRIDGE GAS UTAH
Phone : 888-728-9343
Contact: ELM LOCATING

Name : ROCKY MOUNTAIN POWER - TOOELE
Phone : 800-778-9140
Contact: USIC CUSTOMER SERVICE

Name : SETTLEMENT CANYON IRRIGATION CO
Phone : 435-841-9522
Contact: DAVE LEE
Email : DVECLEE@GMAIL.COM

Name : TOOELE CITY
Phone : 435-843-2148
Contact: PATRICK BUHR
Email : PATRICKB@TOOELECITY.GOV

EXHIBIT E
SIGNED APPLICATION

Property Line Adjustment Application

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



Notice: The applicant must submit copies of the property line adjustment plans to be reviewed by the City in accordance with the terms of the Tooele City Code. All submitted Property Line Adjustment applications shall be reviewed in accordance with all applicable City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Project Information						2026038	
Date of Submission: May 11, 2026		Current Zoning: Industrial		Parcel #(s): Existing James Way ROW			
Project Name: James Way - Partial ROW Vacation				Acres: 0.43			
Project Address: James Way Between Lodestone and Industrial Loop Roads				Units: NA			
Project Description: Vacation of the north 9' of the existing James Way Row, reducing the north side ROW width from 42 feet to 33 feet							
Current Use of Property: Public ROW							
Property Owner(s): Tooele City Corporation				Applicant(s): Tooele City Corporation			
Address: 90 North Main				Address: 90 North Main			
City: Tooele City		State: Utah		Zip: 84074		City: Tooele City	
Phone: (435) 843-2100				State: Utah		Zip: 84074	
Contact Person: Paul Hansen				Address: 90 North Main			
Phone: (435) 843-2132				City: Tooele		State: Utah	
Cellular:		Fax: (435) 843-2139		Email: paulh@tooelecitey.gov			

*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.

For Office Use Only			
Fee: (213)	Received By:	Date Received:	Receipt #:

AFFIDAVIT

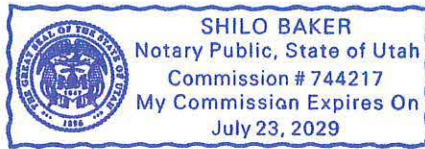
PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

I/we, Maresa Manzione, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

Maresa Manzione
Maresa Manzione, Mayor
Tooele City Corporation

Subscribed and sworn to me this 11th day of May, 2024



Shilo Baker
(Notary)
Residing in Tooele County, Utah
My commission expires: July 23, 2029

AGENT AUTHORIZATION

I/we, _____, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in _____ County, Utah
My commission expires: _____

EXHIBIT F

ADJACENT PROPERTY OWNER SIGNATURE



PETITION TO VACATE A PUBLIC STREET

JAMES WAY (Between Industrial Loop RD and Lodestone Way)

(Street Name To be Vacated)

Each owner and signer for themselves says: *I have personally signed this petition; I own property that is adjacent to or accessed exclusively by or within 300 feet of the Public Street that is being partially vacated in Tooele, Tooele County, State of Utah, and my post office address is correctly written after my name. We hereby certify that the undersigned understand and are in agreement with the proposed Public Street, that is being vacated.*

COMPANY NAME	REPRESENTATIVES NAME	ADDRESS	PARCEL #	SIGNATURE
KUEHN & KUEHN LIMITED PARTNERSHIP		600 N INDUSTRIAL LOOP RD, TOOELE, UTAH	16-005-0-0100	
CARVANA, LLC		299 N LODESTONE WAY, TOOELE, UTAH	18-081-0-0101	
DEPOT SELF STORAGE, LLC		451 N LODESTONE WAY, TOOELE, UTAH	16-005-0-0101	
PETERSON INDUSTRIAL PROPERTIES LLC	Brian Nakken (Gm)	1503 W UTAH AVE TOOELE, UTAH	02-132-0-0042	

DESCRIPTION:

This is a Tooele City initiated petition proposing the vacation of a nine (9) foot strip of right-of-way along the northern portion of James Way, extending approximately 1,982 linear feet between the Industrial Loop intersection and the Lodestone Way intersection. The proposed street vacation would reduce the existing right-of-way width of James Way from 85 feet to 76 feet.

The partial street vacation is intended to facilitate development of the adjacent property located on the north side of James Way. Pursuant to Utah State Code Section 10-20-813, signatures from adjacent property owners consenting to the partial road vacation are requested. Please refer to the attached map for visual details of the proposed public street vacation.

*After signing the petition, please email to annaa@tooelecity.gov

**Tooele City Planning Commission
Business Meeting Minutes**

Date: May 27, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer
Chris Sloan
Jon Proctor
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Absent:

Amanda Cordova
Frank Linford, Alternate

Council Member Liaisons:

Jon Gossett
Ed Hansen, Excused

Staff Present:

Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer
Braxton Roberts, Assistant IT Director

Minutes Prepared by Teresa Young

1. Pledge of Allegiance

Chairman Hamilton opened the public meeting at 7:00 p.m.

Before Chairman Hamilton led the Pledge of Allegiance he provided a quick announcement for applicants, the public, and everyone involved: There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

2. Roll Call

Melanie Hammer, Present
Chris Sloan, Present

Jon Proctor, Present
Sarah Faircloth, Present
Weston Jensen, Present
Kelley Anderson, Present
Tyson Hamilton, Present

3. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-16b-6: Landscaping Standards, regarding minimum landscaping requirements in the heavy industrial sections of the Tooele City Business Park.**

Ms. Anglin presented a proposed text amendment to the Tooele City Business Park ordinance related to landscaping requirements within Section C of the business park. She explained that Section C, identified as the darkest purple area on the map, is located furthest from residential zones and is intended for heavier industrial uses adjacent to the rail line.

She reviewed the purpose of the Tooele City Business Park zoning district, which is intended to provide a transition between residential areas and commercial or industrial uses, promote quality development standards, and support a rail-served mixed-use commercial and industrial business park.

Ms. Anglin explained that in 2024 the City Council amended industrial zoning regulations to remove certain landscaping requirements, including parking lot landscaping, front yard landscaping, and park strip landscaping. In place of those requirements, developments are required to submit a disturbed reclamation plan to reseed disturbed areas with native vegetation following construction activities.

The proposed amendment would align Section C of the business park with the industrial zone standards already adopted in 2024. The amendment would remove the one percent landscaping requirement and references to industrial landscaping standards for Section C, exempt the area from landscaping requirements, and instead require reestablishment of vegetation in disturbed areas. Additional changes included reorganizing and renumbering ordinance sections and eliminating seed requirements from tree planting provisions.

The Planning Commission discussion focused on irrigation requirements associated with the revegetation process. Commissioner Sloan asked whether irrigation would be required permanently for the natural landscaping areas. Ms. Anglin clarified that irrigation would only be necessary temporarily to establish vegetation and prevent invasive weeds, not as a permanent requirement. Commissioner Sloan expressed concern that the ordinance language could be interpreted as requiring irrigation in perpetuity and suggested clarifying the language.

Mr. Johnson the City Attorney acknowledged the concern and stated that additional clarification could be added if desired by the Planning Commission. Ms. Anglin noted that the current language mirrors language already adopted for the industrial zones. Planning Commissioners thanked staff for the clarification.

Chairman Hamilton opened the public hearing at 7:10 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:10 p.m.

Motion: Commissioner Sloan moved to forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code 7-16b-6: Landscaping Standards, regarding landscaping requirements for Section “C” of the Tooele City Business Park (TCBP)

zoning district, based on the findings that are listed in the staff report, and also request that staff work with the attorney's office to come up with a one sentence terminating clause for new section five regarding future use of irrigation after it's established. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

4. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code Title 7, Chapter 25: Signs; regarding the display of political signs in public rights-of-way, the removal of such political signs from public rights-of-way, the regulations of such political signs, and other such regulations concerning political signs as required by Utah Code Title 20A, Chapter 17.**

Chairman Hamilton advised that additional work was needed on the ordinance and asked Vice Chair Proctor to make the motion. Vice Chair Proctor moved to table the item until the City Attorney was prepared to present the revised ordinance to the Commission. Chairman Hamilton seconded the motion

Motion: Chairman Proctor moved to table the item until the City Attorney was prepared to present the revised ordinance. Seconded by Chairman Hamilton. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

5. **City Council Reports**

Councilman Gossett had nothing to report.

6. **Review and Decision – May 13, 2026 Planning Commission Meeting Minutes.**

There were no corrections to the minutes.

Motion: Commissioner Jensen moved to approve the May 13, 2026 Planning Commission Meeting Minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Abstained"; Commissioner Proctor, "Aye", Commissioner Faircloth, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 6-0.

7. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:14 p.m.

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

Approved this _____ day of June, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

EXHIBIT C

Staff Report with Its Exhibits

STAFF REPORT

June 3, 2026

To: Tooele City Planning Commission
Business Date: June 10, 2026

From: Planning Division
Community Development Department

Prepared By: Anna Anglin City Planner / Zoning Administrator

Re: James Way- Right-of-Way Vacation

Application No.: 2026038
Applicant: Tooele City Corporation
Project Location: James Way between Lodestone Way and Industrial Loop Roads
Zoning: I Industrial
Acreage: Approximately .43 Acres total street vacation
Ordinance No.: 2026-17
Request: Tooele City has initiated a petition to vacate a portion of the existing public right-of-way along the north side of James Way. The proposed vacation would remove a nine (9) foot strip of right-of-way extending approximately 1,982 linear feet and reduce the existing right-of-way width from 85 feet to 76 feet.

BACKGROUND

The proposed right-of-way vacation is located along the northern edge of James Way, between Industrial Loop Road and Lodestone Way. The subject area consists of a narrow strip of excess public right-of-way adjacent to property intended for future development.

The City has agreed to the right-of-way narrowing due to the installation of traffic signals at the intersections of Lodestone Way and Utah Avenue, and Industrial Loop Road and Utah Avenue.

Originally, when a signal existed only at Industrial Loop Road, it was anticipated that additional traffic would utilize James Way to access that intersection, necessitating the preservation of additional right-of-way. With the installation of the new signal at Lodestone Way, that anticipated traffic demand has been significantly reduced, thereby justifying the reduction in right-of-way width.

Because the proposed action affects an existing public street right-of-way, the request is being processed in accordance with Utah Code § 10-20-813. The City has elected to process and record the partial vacation through the adoption of an ordinance following approval by the City Council.

PUBLIC NOTICE

Utah Code §10-20-813 requires notification of adjacent property owners, property owners located within 300 feet of the area proposed for vacation, and utility companies with facilities or easement interests located within the affected right-of-way.

Notice of the proposed vacation was provided in accordance with state law. In addition, the City made efforts to obtain signatures from adjacent property owners in support of the request.

Of the four property owners directly adjacent to the portion of right-of-way proposed for vacation, one property owner submitted a signature in support of the request. At the time of this staff report, no written objections were received from adjacent property owners, nearby property owners, or utility providers.

ANALYSIS

Tooele City Ordinances do not contain specific procedures or approval standards for street vacations. In situations where municipal ordinances do not establish a process, staff relies upon applicable provisions of Utah State Code.

Pursuant to Utah Code §10-20-813(4), the City Council must determine whether:

- A. Good cause exists for the proposed vacation; and
- B. Neither the public interest nor any person will be materially injured by the proposed vacation.

Staff finds that good cause exists because the vacation will facilitate development of the adjoining property while retaining sufficient right-of-way for public transportation, utility infrastructure, and maintenance operations.

The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;

The proposed reduction in right-of-way width from 85 feet to 76 feet will not adversely affect the functionality of James Way. Staff has not identified any impacts to traffic circulation, public access, emergency services, or utility operations. Furthermore, no objections were received from affected property owners or utility providers.

Based on staff review, the proposed vacation satisfies the criteria established in Utah Code §10-20-813.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the right of way vacate submission and has issued a recommendation for approval for the request.

Engineering Review. The Tooele City Engineering and Public Works Division reviewed the proposed partial street vacate and found no issues with it.

Tooele City Fire Department Review. The Tooele City Fire Department reviewed the proposed partial street vacate and found no issues with it.

STAFF RECOMMENDATION

Based upon the findings listed below, staff recommends that the City Council approve the ordinance vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way. This recommendation is based on the following findings:

1. The request is consistent with the procedures established by Utah Code §10-20-813.
2. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
3. The utility companies with access to the easements have not expressed any objections to the ROW vacation; and,

4. The ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the vacated ROW.

MODEL MOTIONS

Sample Motion for Recommendation of Approval – "I move that the Planning Commission forward a recommendation to the City Council for approval of Ordinance No. 2026-17, vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, application number 2026038, based on the findings contained in the Staff Report dated June 3, 2026:"

1. List any additional findings of fact and conditions...

Sample Motion for Denial – "I move that the Planning Commission forward a recommendation to the City Council for denial of Ordinance No. 2026-17, vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, application number 2026038, based on the findings contained in the Staff Report dated June 3, 2026, and based upon the following findings:"

1. List findings of fact supporting denial.
2. List additional findings supporting denial.

Sample Motion for Continuance-"I move that the Planning Commission continue consideration of application number 2026038, requesting the vacation of a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, to a future Planning Commission meeting, for the following reasons:"

1. Additional information is needed regarding _____.
2. Further review is necessary regarding _____.

EXHIBITS

- A. Proposed Ordinance W/ Exhibits
- B. Vicinity Map
- C. DRC Approval
- D. List Of Notified Utility Companies
- E. Signed Application
- F. Adjacent Property Owner Signature

EXHIBIT A

PROPOSED ORDINANCE W/ EXHIBITS

**TOOELE CITY CORPORATION
ORDINANCE 2026-17**

AN ORDINANCE OF THE TOOELE CITY COUNCIL VACATING THE NORTHERN NINE-FOOT PORTION OF JAMES WAY LOCATED BETWEEN LODESTONE WAY AND INDUSTRIAL LOOP ROAD

WHEREAS, Tooele City has initiated a petition to vacate nine feet of the northern portion of James Way ROW between Lodestone Way and Industrial Loop Road; and,

WHEREAS, the Petition complies with the requirements for right-of-way vacations, as described in UCA Section 10-20-813; and,

WHEREAS, the ROW contains approximately 18,745 square-feet (0.43 acres); and,

WHEREAS, the ROW runs **east** and **west**, and is bounded by Lodestone Way on the **east**, and Industrial Loop Road on the **west**, the industrial property to the **north**; and,

WHEREAS, the Affected Parcel of the property to the north is listed as 02-132-0-0042 (Entry No. 480430); and,

WHEREAS, the land owners have contracted to have the ROW surveyed (see the surveyed right-of-way legal description(s) attached hereto as Exhibit A); and,

WHEREAS, the property proposed to be vacated is as shown and attached hereto as Exhibit B; and,

WHEREAS, pursuant to UCA Section 72-5-105, "title to the vacated [ROW] . . . shall vest to the adjoining record owners, with the vacated portion of the [ROW] assessed to the adjoining owner"; and,

WHEREAS, with the installation of signalized intersections along Utah Avenue at both Lodestone Way and Industrial Loop Road the City does not anticipate developing the full 84-foot ROW of James Way as an improved street because the ROW would primarily only benefit the adjoining properties as opposed to the larger public interest; and,

WHEREAS, the City has identified underground utilities and infrastructure located in and under the ROW, namely, Beehive Broadband, Comcast, Depot Broadband LLC, Embridge Gas Utah, Rocky Mountain Power, Settlement Canyon Irrigation, and Tooele City; and,

WHEREAS, if the ROW is vacated, the City and other entities responsible for the maintenance of public utilities will need access to the utility infrastructure located in and under the ROW; and,

WHEREAS, the City has notified the owners and operators of all known utility

facilities, if any, in and under the ROW, and those owners, if any, have been notified of the vacation of the ROW; and,

WHEREAS, the public hearing notice requirements of Utah Code Ann. §10-20-208 have been met; and,

WHEREAS, as required by UCA Sections 10-20-813 and 72-5-105, this ordinance and its exhibits are to be recorded in the office of the Tooele County Recorder to accomplish the vacation of the ROW; and,

WHEREAS, a public hearing was held before the City Council on the Petition on _____, 2026, during which the City Council considered (1) whether there was good cause to vacate the ROW, and (2) whether the public interest or any person would be materially injured by the vacation of the ROW:

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

1. Good cause exists to vacate the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. The portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have been notified to the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the vacated ROW; and,
 - e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the vacated ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
2. Neither the public interest nor any person is anticipated to be materially injured by the vacation of the ROW, as follows:
 - a. Tooele City has petitioned for the ROW vacation; and,
 - b. the portion of ROW vacated has no historic, current, or anticipated future use as transportation rights-of-way and serve no public purpose with the exception of easements for existing and future underground Tooele City public utilities and existing private franchise utilities;
 - c. the above-referenced utility companies have been notified of the ROW vacation; and,
 - d. the ROW vacation will reserve to Tooele City Corporation utility easements for existing and future Tooele City public utilities in the ROW; and,

- e. the ROW vacation will reserve to the owners of private franchise utilities easements for utilities existing in the ROW as of the date of approval of this ordinance; and,
 - f. the public hearing identified no reason why the ROW vacation should not be approved.
- 3. The ROW, as described above and as depicted and described in Exhibits A and B, is hereby vacated.
 - 4. Title to the vacated ROW shall vest to the adjoining record owner.
 - 5. Easements for all existing utilities (including, but not limited to, water, sewer, power, gas, communications, cable, and other public utilities and private franchise utilities) located in and under the vacated and remaining ROW are hereby expressly preserved in favor of the utility owners.
 - 6. Easements for all future Tooele City utilities in and under the vacated and remaining ROW are hereby expressly preserved in favor of Tooele City.
 - 7. The City Recorder shall record this ordinance, together with its exhibits, in the office of the Tooele County Recorder.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council
this ____ day of _____, 20__.

TOOELE CITY COUNCIL

(For)

(Against)

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

[Type or Print Name]

ABSTAINING: _____
[Type or Print Name]

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Type or Print Name]

ATTEST:

Approved as to Form:

Shilo Baker, City Recorder

Matthew C. Johnson, City Attorney

S E A L

STATE OF UTAH)
) ss.
COUNTY OF TOOELE)

Before me, a notary public, appeared Maresa Manzione, who did affirm to me that she is the Mayor of Tooele City Corporation, and that she did execute the foregoing ordinance with due authority this ____ day of _____, 2026.

Notary Public
Residing in Tooele County, Utah

EXHIBIT A

ROW Vacation Legal Description

EXHIBIT "A"
9-FOOT STRIP DESCRIPTION

A strip of land, situate Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at a point on the North right-of-way line of James Way which was dedicated by the plat under Entry No. 313010 as recorded in the office of the Tooele County Recorder, said point being located South 89°43'01" West 2384.80 feet along the Section line and North 0°16'59" West 1680.55 feet from the found Tooele County Dependent Resurvey monument representing the Southeast Corner of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence Easterly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the left (center bears North 29°26'26" East and the long chord bears North 74°28'14" East 70.67 feet through a central angle of 89°56'24") along the said North right-of-way line of James Way to a point on the West right-of-way line of Lodestone Way (Entry No. 312875);

thence South 29°30'02" West 9.00 feet along said West right-of-way line;

thence Westerly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 60°29'58" West and the long chord bears South 74°28'14" West 70.67 feet through a central angle of 89°56'24");

thence North 60°33'34" West 1,982.81 feet;

thence Northerly 78.53 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North 29°26'26" East and the long chord bears North 15°33'58" West 70.70 feet through a central angle of 89°59'13") to a point on the East right-of-way line of Industrial Loop Road (Entry No. 219594);

thence North 29°25'39" East 9.00 feet along said East right-of-way line to the said North right-of-way line of James Way;

thence Southerly 78.52 feet along the arc of a 50.00 feet radius non-tangent curve to the left (center bears South 60°34'28" East and the long chord bears South 15°33'57" East 70.70 feet through a central angle of 89°58'58") along said North right-of-way line of James Way;

thence South 60°33'34" East 1,982.82 feet along said North right-of-way line of James Way, to the Point of Beginning.

Contains 18,745 square feet or 0.43 acres.



EXHIBIT B

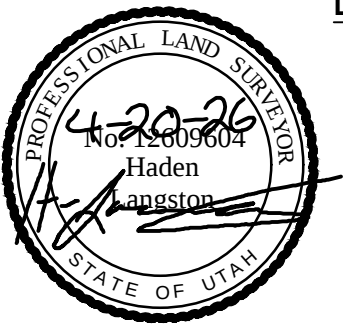
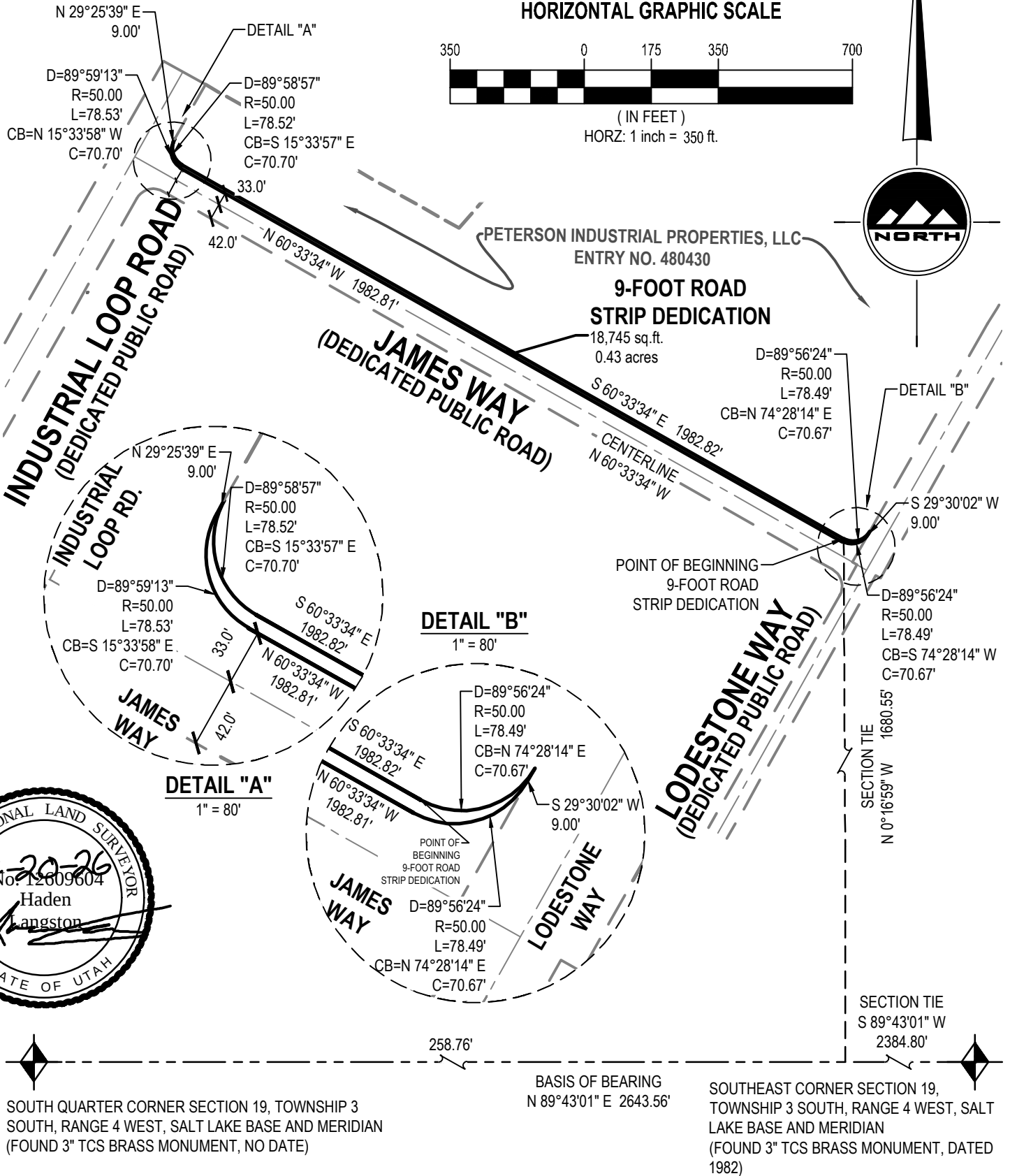
RIGHT OF WAY VACATION EXHIBIT

HORIZONTAL GRAPHIC SCALE



(IN FEET)

HORZ: 1 inch = 350 ft.



SOUTH QUARTER CORNER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" TCS BRASS MONUMENT, NO DATE)

SOUTHEAST CORNER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN (FOUND 3" TCS BRASS MONUMENT, DATED 1982)

PROJECT NUMBER
94561.3

PRINT DATE
2026-04-20

PROJECT MANAGER
H. LANGSTON

DESIGNED BY
D. THACKER

1 OF 1

JAMES WAY 9-FOOT ROAD STRIP DEDICATION JAMES WAY TOOELE CITY, UTAH 84074 EXHIBIT "B"



SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.643.3590
WWW.ENSIGNENG.COM

EXHIBIT B
VICINITY MAP

EXHIBIT C

DEVELOPMENT REVIEW TEAM APPROVAL

Approval
P Hansen
City Engineer
05/13/2026

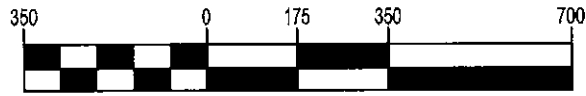
Approval
N Farrer
Public Works Director
5/20/2026

APPROVED
N Wall
Fire Marshal
05/20/2026

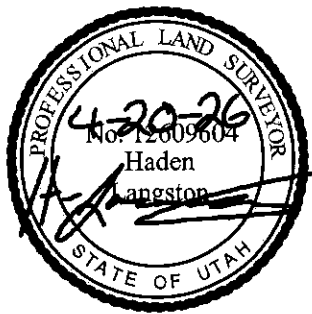
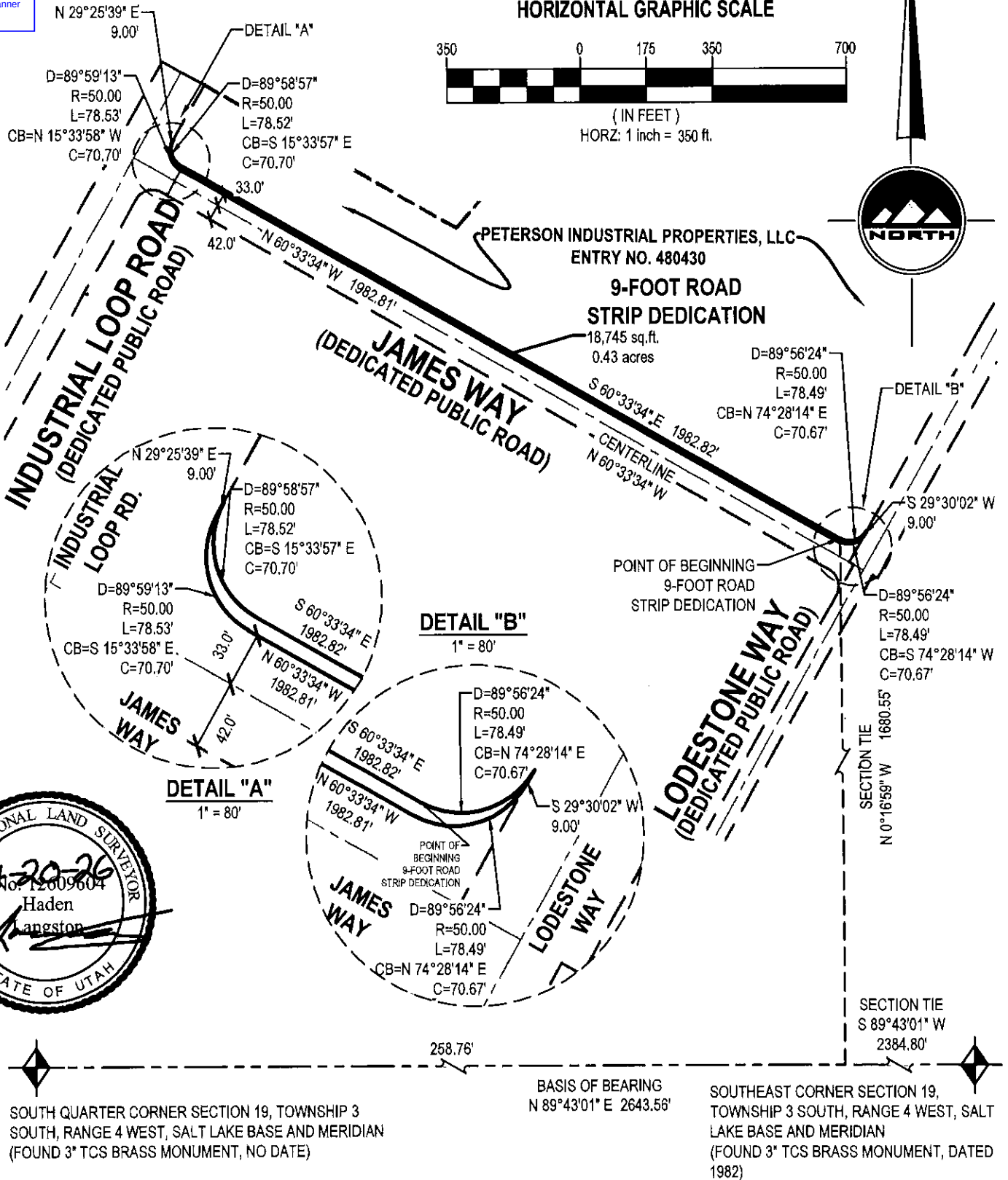
APPROVED

ANNA ANGLIN
Tooele City Planner
05/21/2026

HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 350 ft.



SOUTH QUARTER CORNER SECTION 19, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN
(FOUND 3" TCS BRASS MONUMENT, NO DATE)

BASIS OF BEARING
N 89°43'01" E 2643.56'

SOUTHEAST CORNER SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT
LAKE BASE AND MERIDIAN
(FOUND 3" TCS BRASS MONUMENT, DATED
1982)

PROJECT NUMBER 945613
PRINT DATE 2026-04-20
PROJECT MANAGER H. LANGSTON
DESIGNED BY D. THACKER

1 OF 1

JAMES WAY 9-FOOT ROAD STRIP DEDICATION JAMES WAY TOOELE CITY, UTAH 84074 EXHIBIT "B"

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
Phone: 801.256.0528

LAYTON
Phone: 801.547.1100

SEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.856.2983

TOOELE
3950 N Tealby Way, Ste 200
Erd, UT 84074
Phone: 435.843.3590
WWW.ENSIGNENG.COM

EXHIBIT "A"
9-FOOT STRIP DESCRIPTION

A strip of land, situate Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at a point on the North right-of-way line of James Way which was dedicated by the plat under Entry No. 313010 as recorded in the office of the Tooele County Recorder, said point being located South $89^{\circ}43'01''$ West 2384.80 feet along the Section line and North $0^{\circ}16'59''$ West 1680.55 feet from the found Tooele County Dependent Resurvey monument representing the Southeast Corner of Section 19, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running;

thence Easterly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the left (center bears North $29^{\circ}26'26''$ East and the long chord bears North $74^{\circ}28'14''$ East 70.67 feet through a central angle of $89^{\circ}56'24''$) along the said North right-of-way line of James Way to a point on the West right-of-way line of Lodestone Way (Entry No. 312875);

thence South $29^{\circ}30'02''$ West 9.00 feet along said West right-of-way line;

thence Westerly 78.49 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North $60^{\circ}29'58''$ West and the long chord bears South $74^{\circ}28'14''$ West 70.67 feet through a central angle of $89^{\circ}56'24''$);

thence North $60^{\circ}33'34''$ West 1,982.81 feet;

thence Northerly 78.53 feet along the arc of a 50.00 feet radius tangent curve to the right (center bears North $29^{\circ}26'26''$ East and the long chord bears North $15^{\circ}33'58''$ West 70.70 feet through a central angle of $89^{\circ}59'13''$) to a point on the East right-of-way line of Industrial Loop Road (Entry No. 219594);

thence North $29^{\circ}25'39''$ East 9.00 feet along said East right-of-way line to the said North right-of-way line of James Way;

thence Southerly 78.52 feet along the arc of a 50.00 feet radius non-tangent curve to the left (center bears South $60^{\circ}34'28''$ East and the long chord bears South $15^{\circ}33'57''$ East 70.70 feet through a central angle of $89^{\circ}58'58''$) along said North right-of-way line of James Way;

thence South $60^{\circ}33'34''$ East 1,982.82 feet along said North right-of-way line of James Way, to the Point of Beginning.

Contains 18,745 square feet or 0.43 acres.

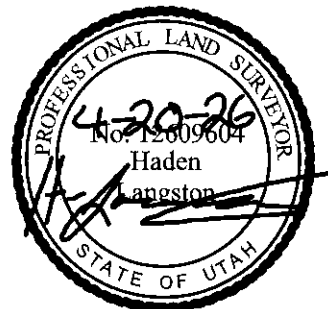


EXHIBIT D

LIST OF NOTIFIED UTILITY COMPANIES

From: noreply@bluestakes.org
To: [Anna Anglin](#)
Subject: Member Notification List
Date: Monday, May 18, 2026 1:59:34 PM

[External Email]

Name : BEEHIVE BROADBAND
Phone : 800-778-9140
Contact: USIC CUSTOMER SERVICE

Name : COMCAST
Phone : 385-592-0250
Contact: INTEGRITY DISPATCH CENTER

Name : DEPOT BROADBAND LLC
Phone : 435-849-8400
Contact: ALEX PETERSON
Email : ALEX@DEPOTBROADBAND.COM

Name : ENBRIDGE GAS UTAH
Phone : 888-728-9343
Contact: ELM LOCATING

Name : ROCKY MOUNTAIN POWER - TOOELE
Phone : 800-778-9140
Contact: USIC CUSTOMER SERVICE

Name : SETTLEMENT CANYON IRRIGATION CO
Phone : 435-841-9522
Contact: DAVE LEE
Email : DVECLEE@GMAIL.COM

Name : TOOELE CITY
Phone : 435-843-2148
Contact: PATRICK BUHR
Email : PATRICKB@TOOELECITY.GOV

EXHIBIT E
SIGNED APPLICATION

Property Line Adjustment Application

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



Notice: The applicant must submit copies of the property line adjustment plans to be reviewed by the City in accordance with the terms of the Tooele City Code. All submitted Property Line Adjustment applications shall be reviewed in accordance with all applicable City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Project Information						2026038	
Date of Submission: May 11, 2026		Current Zoning: Industrial		Parcel #(s): Existing James Way ROW			
Project Name: James Way - Partial ROW Vacation				Acres: 0.43			
Project Address: James Way Between Lodestone and Industrial Loop Roads				Units: NA			
Project Description: Vacation of the north 9' of the existing James Way Row, reducing the north side ROW width from 42 feet to 33 feet							
Current Use of Property: Public ROW							
Property Owner(s): Tooele City Corporation				Applicant(s): Tooele City Corporation			
Address: 90 North Main				Address: 90 North Main			
City: Tooele City		State: Utah		Zip: 84074		City: Tooele City	
Phone: (435) 843-2100				State: Utah		Zip: 84074	
Contact Person: Paul Hansen				Address: 90 North Main			
Phone: (435) 843-2132				City: Tooele		State: Utah	
Cellular:		Fax: (435) 843-2139		Email: paulh@tooelecitey.gov		Zip: 84074	

*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.

For Office Use Only			
Fee: (213)	Received By:	Date Received:	Receipt #:

AFFIDAVIT

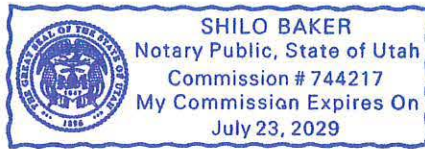
PROPERTY OWNER

STATE OF UTAH }
 }ss
COUNTY OF TOOELE }

I/we, Maresa Manzione, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

Maresa Manzione
Maresa Manzione, Mayor
Tooele City Corporation

Subscribed and sworn to me this 11th day of May, 2024



Shilo Baker
(Notary)
Residing in Tooele County, Utah
My commission expires: July 23, 2029

AGENT AUTHORIZATION

I/we, _____, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in _____ County, Utah
My commission expires: _____

EXHIBIT F

ADJACENT PROPERTY OWNER SIGNATURE



PETITION TO VACATE A PUBLIC STREET

JAMES WAY (Between Industrial Loop RD and Lodestone Way)

(Street Name To be Vacated)

Each owner and signer for themselves says: *I have personally signed this petition; I own property that is adjacent to or accessed exclusively by or within 300 feet of the Public Street that is being partially vacated in Tooele, Tooele County, State of Utah, and my post office address is correctly written after my name. We hereby certify that the undersigned understand and are in agreement with the proposed Public Street, that is being vacated.*

COMPANY NAME	REPRESENTATIVES NAME	ADDRESS	PARCEL #	SIGNATURE
KUEHN & KUEHN LIMITED PARTNERSHIP		600 N INDUSTRIAL LOOP RD, TOOELE, UTAH	16-005-0-0100	
CARVANA, LLC		299 N LODESTONE WAY, TOOELE, UTAH	18-081-0-0101	
DEPOT SELF STORAGE, LLC		451 N LODESTONE WAY, TOOELE, UTAH	16-005-0-0101	
PETERSON INDUSTRIAL PROPERTIES LLC	Brian Nakken (Gm)	1503 W UTAH AVE TOOELE, UTAH	02-132-0-0042	

DESCRIPTION:

This is a Tooele City initiated petition proposing the vacation of a nine (9) foot strip of right-of-way along the northern portion of James Way, extending approximately 1,982 linear feet between the Industrial Loop intersection and the Lodestone Way intersection. The proposed street vacation would reduce the existing right-of-way width of James Way from 85 feet to 76 feet.

The partial street vacation is intended to facilitate development of the adjacent property located on the north side of James Way. Pursuant to Utah State Code Section 10-20-813, signatures from adjacent property owners consenting to the partial road vacation are requested. Please refer to the attached map for visual details of the proposed public street vacation.

*After signing the petition, please email to annaa@tooelecity.gov

EXHIBIT D

Planning Commission Draft Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: June 10, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer
Chris Sloan
Jon Proctor
Tyson Hamilton
Amanda Cordova
Weston Jensen
Kelley Anderson
Frank Linford, Alternate

Excused:

Sarah Faircloth, Alternate

Council Member Liaisons:

Ed Hansen
Jon Gossett

Staff Present:

Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney

Minutes Prepared by Teresa Young

1. Pledge of Allegiance

Chairman Hamilton opened the meeting at 7:00 p.m.

Before leading the Pledge of Allegiance, Chairman Hamilton he provided a quick announcement for applicants, the public, and everyone involved: There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

2. Roll Call

Melanie Hammer, Present
Chris Sloan, Present

Jon Proctor, Present
Amanda Cordova, Present
Weston Jensen, Present
Kelley Anderson, Present
Tyson Hamilton, Present

3. **Public Hearing and Recommendation on a Tooele City initiated application proposing the partial vacation of a nine (9) foot strip of public right-of-way along the northern portion of James Way, extending approximately 1,982 linear feet between the Industrial Loop intersection and the Lodestone Way intersection, which would reduce the existing right of-way width of James Way from eighty-five (85) feet to seventy-six (76) feet**

Ms. Anglin presented a request to vacate a portion of the James Way right-of-way, reducing the existing right-of-way width from 84 feet to 75 feet. The request is associated with planned traffic signal improvements at the intersections of Lodestone Way and Utah Avenue and Industrial Loop Road and Utah Avenue. The vacated area would be added to the adjacent Peterson Industrial property. Ms. Anglin reported that public notice was provided in accordance with Utah Code requirements and that written support was received from Peterson Industrial Properties LLC and Depot Self Storage LLC.

Ms. Anglin explained that Utah law requires findings that good cause exists for the vacation and that neither the public interest nor any individual would be materially harmed. Findings supporting the request included that the excess right-of-way has no historic, current, or anticipated future transportation use, serves no public purpose, and that utility easements for existing and future public and private utilities would be retained. Utility providers expressed no objections to the proposal.

Planning Commissioners discussed how the request originated and questioned whether future traffic growth could require the additional right-of-way. Staff explained that the request was initiated by Peterson Industrial during planning for a new flex-space development and that the city evaluated the proposal based on transportation needs rather than development benefits. Mr. Hansen, City Engineer noted that the original right-of-way width was established more than 20 years ago under a transportation plan that anticipated greater roadway demands than currently exist. After reviewing current traffic patterns, surrounding development, and consulting with the city's transportation engineer, planning staff determined that the additional width is no longer necessary and that the remaining right-of-way would still adequately accommodate future traffic needs.

Questions were also raised regarding the return of public right-of-way to a private property owner. Planning Staff explained that under state law, vacated right-of-way is typically returned to the adjacent property owner or original grantor and that similar right-of-way and alley vacations have occurred elsewhere in the city.

Chairman Hamilton opened the public hearing at 7:11 p.m. Seeing no members of the public coming forward. Chairman Hamilton closed the public hearing at 7:11 p.m.

Motion: Commissioner Proctor moved to approve a positive recommendation to the City Council for approval of Ordinance No. 2026-17, vacating a nine (9) foot portion of the James Way public right-of-way extending approximately 1,982 linear feet between Industrial Loop and Lodestone Way, application number 2026038, based on the findings contained in the Staff Report dated June 3, 2026. Commissioner Hammer seconded the motion.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. City Council Reports

Councilman Gossett reported that the City Council recently completed discussion and approval of the fence ordinance amendment. During the council meeting, developer Brett Lovell explained that requiring decorative stone columns between new multifamily developments and existing residential fences would create large gaps between fence lines. The City Council approved removing the column requirement for the specific project while retaining the fence requirement. Council members emphasized that future requests will continue to be reviewed on a case-by-case basis rather than receiving automatic approval. The council also approved the industrial landscaping ordinance amendment previously reviewed by the Planning Commission.

Additionally, the council approved a four-year contract renewal for City Engineer Paul Hansen, who agreed to continue serving the city in that role.

During Planning Commission discussion, Commissioner Linford asked whether the council's approval of the fence amendment included the commission's recommendation requiring notice to adjacent property owners. Planning Staff clarified that the council determined additional notice was unnecessary because the amendment only eliminated the decorative columns while maintaining the fence itself. Since the new fence would not connect to or alter an existing homeowner's fence and would simply run parallel to it, the council concluded that adjacent property owners would not be directly affected. Planning Staff noted that previous concerns regarding homeowner notification stemmed from a misunderstanding between the applicant and planning staff regarding how the fences would be constructed.

5. Review and Decision – May 27, 2026 Planning Commission Meeting Minutes

There were no corrections to the minutes.

Motion: Commissioner Jensen moved to approve May 27, 2026 Planning Commission Meeting Minutes. Commissioner Sloan seconded the motion.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

6. Adjourn

Chairman Hamilton adjourned the meeting at 7:17 p.m.

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

Approved this _____ day of June, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

TOOELE CITY CORPORATION

ORDINANCE 2026-18

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 9-8-5 REGARDING APPEALS OF NOTICES AND CIVIL CITATIONS ISSUED FOR VIOLATIONS CHAPTER 9-8 (RESIDENTIAL AND BUSINESS ALARMS).

WHEREAS, on May 6, 2026, the City Council enacted Tooele City Code ("TCC") Chapter 9-8 regulating residential and business alarms; and,

WHEREAS, TCC Section 9-8-4 provides that repeated violations of TCC Chapter 9-8 may result in the issuance of a Notice of Repeated False Alarms, as well as the issuance of a civil citation; and,

WHEREAS, TCC Section 9-8-5 provides the manner by which a person may appeal a Notice of Repeated Alarms or a civil citation issued under TCC Section 9-8-4; and,

WHEREAS, for the sake of clarity and consistency, TCC Section 9-8-5 should include a specific reference to TCC Chapter 1-28 (Administrative Hearing Officer), as shown in Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF TOOELE CITY that Tooele City Code Section 9-8-5 shall be amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2026.

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

Proposed Amendment to TCC Chapter 9-8-5

9-8-5. Appeals.

(1) An owner may appeal a Notice of Repeated False Alarms or a civil citation in writing and shall set forth the reasons for the appeal, in accordance with Chapter 1-28.

(2) All appeals shall be filed with the City Recorder within 10 days of service of the Notice being appealed.

(3) All appeals shall be accompanied with the payment of an appeal fee set forth in the Tooele City fee schedule. Appeal fees shall be returned to the owner if the Notice being appealed is not upheld on appeal.

TOOELE CITY CORPORATION

RESOLUTION 2026-35

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING THAT TOOELE CITY, AFTER JULY 1, 2026, WILL PICK UP AND PAY AN AMOUNT OF THE REQUIRED EMPLOYEE CONTRIBUTIONS FOR ALL TOOELE CITY EMPLOYEES WHO ARE MEMBERS OF THE UTAH STATE RETIREMENT TIER II PUBLIC SAFETY & FIREFIGHTER CONTRIBUTORY RETIREMENT PLAN AND INCLUDES PROVISIONS RELATING TO THE EMPLOYER PICK-UP.

WHEREAS, on April 1, 2020, the Tooele City Council approved Resolution 2020-25 declaring that Tooele City, after July 1, 2020, will pick up and pay a portion of the required employee contribution for all Tooele City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.00%, including provisions relating to the employer pick-up; and,

WHEREAS, on May 18, 2022, the Tooele City Council approved Resolution 2022-33 declaring that Tooele City, after July 1, 2022, would pick up and pay the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 2.60%, including provisions relating to the employer pick-up; and,

WHEREAS, on June 19, 2024, the Tooele City Council approved Resolution 2024-27 later renumbered 2024-37, declaring that Tooele City, after July 1, 2024, would pick up and pay a portion of the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 4.03%, including provisions relating to the employer pick-up; and,

WHEREAS, on June 18, 2025, the Tooele City Council approved Resolution 2025-38, declaring that Tooele City, after July 1, 2025, would pick up and pay a portion of the increase to the required employee contribution for all Tooele City employees who are members of the new Tier II Public Safety & Firefighter Contributory Retirement System, up to 4.73%, including provisions relating to the employer pick-up; and,

WHEREAS, Tooele City desires to increase the amount Tooele City will pick up and pay for the required employee contributions for all Tooele City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System, up to 5.98%, including provisions relating to the employer pick-up under UCA Section 49-23-301(2)(c), as enacted in Senate Bill 56, Tier II Public Safety & Firefighter Retirement Enhancements (2020 General Session); and,

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, Tooele City took formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and,

WHEREAS, Senate Bill 56 (2020 General Session), codified as UCA 49-23-302, requires that if an entity elects to pick up the cost to the employee in the Tier II Public Safety & Firefighter Contributory Retirement System, the agency must also make an equivalent employer 401(k) contribution to employees participating in the Public Safety Tier II Defined Contribution Only Plan (i.e. 401k only):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that: Tooele City declares that beginning July 1, 2026, the City, determines that it is in the best interest of Tooele City to prospectively increase the pick-up election and pay the required employee contributions, up to 5.98%, for all City employees who are members of the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FUTHER RESOLVED that the picked-up contributions paid by the employer, even though designated as employee contributions for Utah state law purposes, are being paid by the City on behalf of employees in lieu of the required employee contributions.

BE IT FURTHER RESOLVED that the picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding, until distributed from the Utah Retirement System, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

BE IT FURTHER RESOLVED that the picked-up contributions are supplemental to, and not a salary reduction to, the City employees who are eligible for and participating members in the Tier II Public Safety & Firefighter Contributory Retirement System.

BE IT FURTHER RESOLVED that from and after the date of this pick-up, a City employee shall not have a cash or deferred election right with respect to the designated employee contributions, including that the employees shall not be permitted to opt out of the pick-up and shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City on behalf of its employees to the Utah Retirement Systems.

BE IT FURTHER RESOLVED that beginning July 1, 2026, the City, in compliance with Senate Bill 56 (2020 General Session) will also prospectively contribute an amount equivalent to that of the annual pick-up to the Utah State Retirement System 401(k) plan, for any member of the Tier II Public Safety & Firefighter Defined Contribution Only plan, as an employer 401(k) contribution.

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 _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

URS Form



Utah Retirement Systems
PO Box 1590
Salt Lake City, UT 84110-1590
801-366-7318 | 800-753-7318
www.urs.org

Employer Election To Pick-up Member Contributions

- Instructions:**
1. This form is designed to notify Utah Retirement Systems (URS) of an Employer's formal election to pick-up retirement contributions.
 2. This form and accompanying documentation must be returned to URS for processing.
 3. A separate Election must be indicated and submitted for each URS system for which the Employer is electing to pick-up Employee contributions, whether on a single form or multiple submitted forms.
 4. For information regarding employer pick-up contributions, please refer to Internal Revenue Code Section 414, and IRS Revenue Ruling 2006-43. If you would like to update the *Employer Election to Pick-Up Member Contributions* form on file for your employees, please input the total amount you are electing to pick-up. By submitting this information, it will amend your previous election, and it cannot be less than the previous pick-up amount.
 5. An Employer should consult its legal, financial, and tax advisors if it has any questions concerning the consequences of member contribution pick-ups and submitting this form.

SECTION A » EMPLOYER INFORMATION

Employer Name <u>Tooele City</u>	Employer Number <u>#491</u>	Date
Desired Effective Date: <u>7-1-2026</u> (The effective date must be after the date that the pick-up election was formally adopted as provided in the attached documentation.)		

SECTION B » PICKUP AMOUNT(S)

The above-named Employer certifies that it has taken formal action to provide that the contributions on behalf of its covered employees in the following URS System, although designated as employee contributions, will be paid by the employer in lieu of employee contributions. (Please check the box and fill in the portion of employee contributions picked-up for each affected system below).

Attach written documentation to this form that provides evidence that the Employer formally elected to prospectively pick-up specified employee contributions. (For example, ordinance, resolution, governing body meeting minutes, etc.)

- Tier 1 Firefighters' Retirement System, with a pick-up election of _____% of salary that will be paid by the Employer in lieu of employee contributions. *This election only available to employers initially entering participation with URS in the Firefighters' Retirement System.* (No Change to Tier 1)
- ☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of 60% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Public Safety Officer**.
- ☒ Tier 2 Public Safety and Firefighter Contributory Retirement System, with a pick-up election of 60% of salary that will be paid by the Employer in lieu of employee contributions for members serving as a **Firefighter**.

SECTION C » CERTIFICATION AND SIGNATURE

I acknowledge and certify the following:

- I represent and have the authority to sign and submit this form on behalf of the participating employer;
- The Employer has taken all appropriate and necessary actions to make a formal Employer pick-up of employee contributions on behalf of its employees;
- The election to pay for the Employee contributions shall constitute an Employer pick-up of designated contributions pursuant to Internal Revenue Code Section 414(h);
- From and after the date of the pick-up election, an Employer may not: 1) have a cash or deferred election right with respect to the designated Employee contributions; 2) be permitted to opt out of the pick-up; or 3) have the option of choosing to receive or receiving the contributed amounts directly instead of having them paid by the Employer to the specified system/plan;
- In order for contributions to be considered paid by the employer, and therefore not subject to Social Security and Medicare tax (FICA), the Employer contributions: 1) Must be mandatory for all Employees covered by the retirement system; and 2) Must be a salary supplement and not a salary reduction – in other words, the Employer must not reduce Employee salary to offset the amount designated as Employee contributions;
- Future modifications to this Employer election may be disallowed or limited;
- The election authorized to be taken by the foregoing is not contrary to any governing provisions of the Employer;
- I understand that URS is not providing the Employer legal, financial, or tax advice relating to making a "pick-up" election or submitting this form; and
- The information provided on this form and attached documentation is correct and can be relied upon by URS.
- I agree that the Employer will indemnify URS from and against any claims or other liability including attorney fees based upon the Employer's failure to comply with pick-up election requirements.

Printed Name of Employer Representative (Binding Official)	Signature of Binding Official	Title
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Exhibit B

URS Rate Sheet

Utah Retirement Systems
Final Tier 2 Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2026 - June 30, 2027

	Final Tier 2 Hybrid Retirement System									Final Tier 2 Defined Contribution Plan						
	(1) Employee Tier 2 DB Rate	(2) Employer Hybrid Plan DB Plan Rate	(3) Employer Hybrid Plan DC Plan Rate	(4) Death Benefit*	(5) Tier I Amortization %	(6) Total Employer Rate (2) + (3) + (4) + (5)	(7) Total Required Contribution (1) + (6)	Employee Increase (Decrease) From Prior Year	Employer Increase (Decrease) From Prior Year	(1) Employee Tier 2 Rate	(2) Employer Tier 2 Rate	(3) Death Benefit*	(4) Tier I Amortization %	(5) Total Required Contribution (1)+(2)+(3)+(4)	Employee Increase (Decrease) From Prior Year	Employer Increase (Decrease) From Prior Year
Public Employees Contributory Retirement System																
11- Local Government	1.30	10.00	0.00	0.08	4.87	14.95	16.25	0.49	{1.00}	0.00	10.00	0.08	4.87	14.95	0.00	{1.00}
Public Employees Noncontributory Retirement System																
15- Local Government	1.30	10.00	0.00	0.08	3.11	13.19	14.49	0.49	{1.00}	0.00	10.00	0.08	3.11	13.19	0.00	{1.00}
16- State and School	1.30	10.00	0.00	0.08	8.94	19.02	20.32	0.49	0.00	0.00	10.00	0.08	8.94	19.02	0.00	0.00
18- Higher Education	1.30	10.00	0.00	0.08	9.94	20.02	21.32	0.49	0.00	0.00	10.00	0.08	9.94	20.02	0.00	0.00
Public Safety Contributory Retirement System																
23- Other Division A (2.5% COLA)	5.98	14.00	0.00	0.08	10.77	24.85	30.83	1.25	{0.50}	0.00	14.00	0.08	10.77	24.85	0.00	{0.50}
Public Safety Noncontributory Retirement System																
42- State	5.98	14.00	0.00	0.08	16.96	31.04	37.02	1.25	{0.50}	0.00	14.00	0.08	16.96	31.04	0.00	{0.50}
43- Other Division A (2.5% COLA)	5.98	14.00	0.00	0.08	10.25	24.33	30.31	1.25	{0.50}	0.00	14.00	0.08	10.25	24.33	0.00	{0.50}
75- Other Division A (4.0% COLA)	5.98	14.00	0.00	0.08	11.41	25.49	31.47	1.25	{0.50}	0.00	14.00	0.08	11.41	25.49	0.00	{0.50}
44- Salt Lake City	5.98	14.00	0.00	0.08	24.20	38.28	44.26	1.25	0.00	0.00	14.00	0.08	24.20	38.28	0.00	0.00
45- Ogden	5.98	14.00	0.00	0.08	26.30	40.38	46.36	1.25	0.00	0.00	14.00	0.08	26.30	40.38	0.00	0.00
46- Provo	5.98	14.00	0.00	0.08	19.61	33.69	39.67	1.25	0.00	0.00	14.00	0.08	19.61	33.69	0.00	0.00
47- Logan	5.98	14.00	0.00	0.08	17.87	31.95	37.93	1.25	{0.50}	0.00	14.00	0.08	17.87	31.95	0.00	{0.50}
48- Bountiful	5.98	14.00	0.00	0.08	26.89	40.97	46.95	1.25	0.00	0.00	14.00	0.08	26.89	40.97	0.00	0.00
49- Other Division B (2.5% COLA)	5.98	14.00	0.00	0.08	9.95	24.03	30.01	1.25	0.00	0.00	14.00	0.08	9.95	24.03	0.00	0.00
76- Other Division B (4.0% COLA)	5.98	14.00	0.00	0.08	10.94	25.02	31.00	1.25	{2.00}	0.00	14.00	0.08	10.94	25.02	0.00	{2.00}
Firefighters' Retirement System																
31- Division A**	5.98	14.00	0.00	0.08	0.00	14.08	20.06	1.25	0.00	0.00	14.00	0.08	0.00	14.08	0.00	0.00
32- Division B**	5.98	14.00	0.00	0.08	0.00	14.08	20.06	1.25	0.00	0.00	14.00	0.08	0.00	14.08	0.00	0.00

* Employer paid active member death benefit (75% of salary) per Utah Code Section 49-22-501 and 49-23-501.
** For Firefighters, the fire insurance premium offset was applied first to the amortization charge, leaving no amount owed to Tier I by employers for Tier 2 Firefighters

TOOELE CITY CORPORATION

RESOLUTION 2026-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM ENGINEERING FOR UPGRADES TO WELL 5.

WHEREAS, the City owns and operates an extensive public drinking water system; and,

WHEREAS, the Public Works Director recommends that Well 5 needs upgrades in order to function as designed and built, those upgrades include replacement of the PLC, touchscreen, and radio, repositioning the radio, and reengineering and replacement of the control panel backpan; and,

WHEREAS, the City has selected SKM to do the work because SKM currently serves as the City's consultant for the management and operation of the PLC and SCADA control system and, for continuity of services, is in the best position to efficiently make the upgrades at a total cost of \$39,822.00;

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.* and UCA §72-6-101 *et seq.* is not required for the Project because the Project cost does not reach the statutory cost threshold; and,

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

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

WHEREAS, the Agreement and cost proposal are attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with SKM in the amount of \$39,822.00, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this day of _____, 2026.

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

Agreement and Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and SKM ENGINEERING, LLC of 533 W 2600 S Ste. 25 Bountiful Ut, a Corporation, (hereinafter "Contractor") enter into this Agreement on the 17 day of JUNE, 2026 (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: Replace PLC, touchscreen, and radio (already purchased by Tooele), and point the radio to the new police tower getting us off of the City Hall Repeater. The control panel backpan will be reengineered and replaced.
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 \$39,822.00 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 9 September 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

Maresa T. Manzione, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(Revised 01/15/2026)



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

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

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

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

CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

Quotation

May 26th, 2026

Chris Johnson

Tooele Water

Re: Well 5 PLC Backpan Replacement and Point to Police Tower

1	Panel Design and Drawings	\$2,600.00
2	Programming	\$11,992.00
3	Startup	\$3,480.00
4	Electrical Installer	\$7,500.00
5	PLC and Operator Screen Equipment (Already Purchased by Tooele)	\$0.00
6	Network Equipment (Already Purchased by Tooele)	\$0.00
7	Backpanel Fabrication and Install	\$14,250.00
	Total	\$39,822.00

Price good for 90 days. Allow 3 weeks for backpanel fabrication after notice to proceed.

Thanks,

Mark Taylor, Principal

SKM Engineering, LLC

mark.taylor@skmeng.com

801.694.2599

TOOELE CITY CORPORATION

RESOLUTION 2026-36

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING INSURANCE COVERAGE FOR INSURANCE PERIOD 2026-2027.

WHEREAS, Tooele City employs a comprehensive risk management strategy, including safety and sensitivity training, repair or removal of damaged equipment, risk inventories, risk management and safety policies, and insurance, the purpose of which strategy is to avoid harm to persons and property and to decrease claims against the general funds of Tooele City; and,

WHEREAS, the City has been insured by the Utah Local Governments Trust ("Trust") since August 1, 2018; and,

WHEREAS, the Trust charged a premium of \$182,175.00 for the 2018-2019 Insurance Period, \$183,280.00 for the 2019-2020 Insurance Period, \$201,182.00 for the 2020-2021 Insurance Period, \$222,755.92 for the 2021-2022 Insurance Period, \$268,924.00 for the 2022-2023 Insurance Period, \$290,862.00 for the 2023-2024 Insurance Period, \$295,532.00 for the 2024-2025 Insurance Period, and \$341,522.00 for the 2025-2026 Insurance Period; and,

WHEREAS, for the 2026-2027 Insurance Period, the Trust proposes to insure Tooele City for a total premium of \$375,136.00, comprised of \$124,709.00 for liability coverage, \$130,656.00 for property coverage, and \$119,771.00 for auto coverage (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the combined property, auto, and casualty insurance premium of the Utah Local Governments Trust is hereby approved, with a 2026-2027 insurance period package premium of \$375,136.00, and that the Mayor is hereby authorized to sign all documents necessary to implement the coverage.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2026.

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

Insurance Proposal: 2026-2027 Insurance Period

Premium Summary

Line	2025	2026	Change
Liability	\$115,111	\$124,709	10 %
Automobile	\$115,364	\$119,771	
Property	\$111,048	\$130,656	
Total	\$341,522	\$375,136	



TOOELE CITY CORPORATION

RESOLUTION 2026-37

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH YESCO, LLC, FOR THE MANUFACTURE AND INSTALLATION OF AN ILLUMINATED “WELCOME TO TOOELE CITY” MONUMENT SIGN WITH PUSH THROUGH PLEX AND FLOWER BED AT THE NORTH END OF TOOELE CITY LIMITS.

WHEREAS, the City Council recognizes the importance of establishing a positive, welcoming, and distinct visual identity for residents, visitors, and others entering Tooele City; and,

WHEREAS, the installation of a high-quality, aesthetically appropriate “Welcome to Tooele City” gateway sign at the north end of Tooele City limits would serve as a critical component of the City’s broader economic development, community beautification, and civic pride incentives; and,

WHEREAS, YESCO, LLC, is a State of Utah-approved contractor for outdoor media manufacture and installation pricing and, consistent with Tooele City procurement policy, the City has selected YESCO, LLC, to manufacture and install an illuminated “Welcome to Tooele City” sign with push through plex and flower bed, for the cost of \$56,790 (see the agreement attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with YESCO, LLC, in the amount of \$56,790, for the manufacture and installation an illuminated “Welcome to Tooele City” sign with push through plex and flower bed.

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 _____, 2026.

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

Agreement:
YESCO, LLC



Agreement

For Work At

Tooele City Corp
Shilo Baker
90 N Main St
Tooele UT 84074-2139
United States

Billing Address

Tooele City Corp
90 N Main St
Tooele UT 84074-2139
United States

Account Executive

010533 Erik B Cheney
echeney@yesco.com
1 801-464-6451
YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
05/15/2026	PRY-66258	Welcome to Tooele City	Net 30	06/14/2026	\$30,703.51

Item	Amount
------	--------

Scope

YESCO to provide labor and materials to perform the following scope of work:

Manufacture & Install ONE [1] double faced internally illuminated monument sign with push through plex and flower bed.

Retail \$61,836.50

10% State Contract discount (\$5,621.50)

State Contract # MA4696

All colors, sizes, and specifications as depicted on YESCO design #

Fabricate Custom Signage

Taxable Amount

\$54,639.34

Install Custom Signage

Non-Taxable Amount

\$1,575.66

Permit Acquisition

Permit Engineering

\$575.00

Payment Terms

50% of the Total Price due upon acceptance of this Agreement; the balance is due 30 days after completion of installation. YESCO reserves the right to progress bill for substantial completion due to unforeseen delays in completing the project 100%.

Exclusions

- All pricing is based on supplier pricing as of the date of this proposal. All pricing is subject to change due to increases in supplier pricing, changes to tax and tariff rates, and other causes beyond YESCO's reasonable control.
- Price is based on performing work during normal business hours.
- Customer to provide primary power and control system to sign location. Primary electrical supply and any applicable lighting controls, photocells or time clock are not included and will be an additional cost. If the required power is not provided to the site before the time of installation, an additional charge for hook up will be assessed.
- Pricing to provide primary power from the electrical panel to this signage is not included in this proposal but can be provided upon request.
- Pricing to provide primary power from the electrical panel to this signage is not included in this proposal but is included on a separate proposal that will be emailed to you.
- Contingent upon field survey of existing conditions and equipment access.
- The city permit fee listed in this agreement is an estimate. The final amount will be determined by the municipality upon issuance of the permit invoice. Any amount exceeding the estimate will be the responsibility of the customer.

Subtotal	\$56,790.00
Tax Total (%)	\$4,617.02
Total	\$61,407.02

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. Tooele City Corp acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

Tooele City Corp

YESCO LLC

Signature

Signature

Title

Title

Name

Name

Date Signed

Date Signed

YESCO Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the goods and/or services provided by YESCO (the "Work", "goods", "products," and/or "services", including, if applicable, "Service Work" as defined below) as requested by you, the Customer, as defined in the Transaction Document. "YESCO" is the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Disputes; Jury Waiver; Salt Lake County, Utah Venue, and Damages Limitations: This Agreement is governed and construed by Utah law, excluding its conflict of laws provisions. THE PARTIES AGREE TO SUBMIT ANY CLAIM IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NONCONTRACTUAL CLAIMS, ONLY IN THE STATE OR FEDERAL COURTS SITUATED IN SALT LAKE COUNTY, UTAH. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND ANY CLAIM OF FORUM NON-CONVENIENS. Both you and YESCO waive any claim against each other indirect, special, incidental, consequential, punitive, or exemplary damages, including, without limitation, lost profits, damages for delay, business interruption, loss of use, diminution in value, or late penalties. You and YESCO further agree that the economic loss doctrine applies to this Agreement, which bars recovery of any tort-based claims for purely economic losses without accompanying personal injury or property damage beyond damage to the Work itself.

3. Pricing Exclusions: Unless otherwise included in the Transaction Document, YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO, including any escalation of the same.

4. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s). In the event that YESCO is ready to install the products but you are not, you agree to pay YESCO the remaining Agreement balance, less 5% retention, at such time that YESCO is prepared to commence installation; you agree to pay the 5% retention at the earlier of the completion of installation or 90 days from the date YESCO is ready to commence installation.

5. Inspection and Acceptance: You must carefully inspect the Work within thirty calendar days after delivery. If the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within thirty calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED.

6. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions such as subsurface water, caliche, rock, or utilities. You agree to compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. YESCO shall not be responsible for damage to underground utilities or other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree

to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements—and you agree to hold YESCO harmless from any claim for damages resulting from the penetrations.

7. Limited Warranty: *A. Manufactured Products.* YESCO warrants that products manufactured and installation services provided by YESCO will be free from material defects in workmanship and materials for a period of one year from the date of delivery. On-site labor is warranted only when YESCO performs the installation. Upon expiration of the one-year warranty, labor and materials are warranted solely in accordance with applicable manufacturers' separate warranties, if any. *B. Electronic Displays and Programmable Lighting.* Electronic displays and programmable lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. You agree to look solely to the manufacturer of such products for any warranty and related claims. *C. Service Work and Lighting Retrofits.* YESCO warrants that service, repair and/or lighting retrofit services (e.g., the upgrade of existing light fixtures) will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and or retrofit. YESCO's warranty includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

8. Service, Repair, and Maintenance Services: If the Work includes the service, repair, or maintenance of goods ("Service Work") for a monthly or up-front fee (including, without limitation, extended warranties), the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to perform the Service Work described in the Transaction Document. When the goods require Service Work, you agree to notify YESCO in writing, and YESCO agrees to expedite scheduling the Service Work on a priority basis. Unless specifically included in the description of the Service Work, the Service Work excludes, and you agree to hold YESCO harmless for any liability arising from: (i) the repair or replacement of structural defects of any kind; (ii) cleaning or painting, (iii) work and materials that would be necessary to comply with national or local code requirements, (iv) the repair of primary electrical supply components, including, but not limited to wiring, conduit, distribution boxes, fuses, and over-current protection devices, and (v) any increase in the frequency or scope of the Service Work resulting from a modification to the goods, change in the use of the goods, or lack of safe or available access to the goods without the use of specialty high-reach equipment or rappelling. You represent that goods that are not new are fully functional and properly grounded at the commencement of this Agreement; in the event the goods are not functional or properly grounded, you agree to pay for any necessary repairs on a time and material basis. If YESCO determines that replacement parts become unavailable or unusually expensive, the affected portion of the Service Work will be excluded and your monthly fee will be ratably reduced. YESCO's obligation to perform

the Service Work is limited to ordinary maintenance and repair, and is inapplicable to damage or destruction due to accident, abuse, misuse, vandalism, riot, terrorism, theft, fire, insufficient ventilation, misapplication of electricity or electrical surge, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, regardless of fault.

9. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.

10. Security Interest: You grant to YESCO a security interest in the goods, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full and to repossess or disable the goods. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. LIMITATION OF LIABILITY FOR PATROL, INSPECTION, AND SURVEY SERVICES: YESCO'S PATROL, INSPECTION, AND SURVEY SERVICES ARE NOT SAFETY INSPECTIONS. YOU AGREE THAT THE MAXIMUM LIABILITY OF YESCO FOR ANY NEGLIGENCE IN THE PERFORMANCE OF SUCH SERVICES IS LIMITED TO TWO TIMES THE SUM OF ALL FEES (IF ANY) RECEIVED BY YESCO IN THE PROCEEDING 12 MONTHS THAT ARE DIRECTLY ATTRIBUTABLE TO SUCH SERVICES. YOU AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND, AND HOLD YESCO HARMLESS FROM ANY CLAIM, LOSS, OR DAMAGES (INCLUDING ATTORNEY'S FEES) IN EXCESS OF SUCH LIMIT.

13. Possession, Transfers, and Assignment: Until fully paid for, you must keep any goods in your sole possession and control. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing and to pay to YESCO all outstanding amounts prior to closing. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets.

14. Your Special Duties: You warrant and agree to obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work, and to exercise its rights under this Agreement, free and clear of any claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photocells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the Work and agree to install the same as designated by YESCO ready and in place for connection at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary

reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all hazards that may be dangerous to workers. You represent and warrant that you are solely responsible for the selection of any LED electronic displays and will hold YESCO harmless from any claim relating to deficiencies in the performance, quality, longevity, or functionality of the same. You agree to bear all permitting, entitlement, and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances that relate to the installation, operation, and use of the goods and services, including, without limitation, land use, building, and lane closure permits required to perform the Work. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You are solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action and the same shall not operate as a condition to payment.

15. Miscellaneous Provisions:

- a. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement will not be binding upon YESCO until an executive officer or another authorized agent of YESCO accepts this Agreement by signing the applicable Transaction Document.
- b. Time is of the essence. All past due amounts bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.
- c. Performance by YESCO shall be subject to delay due to strike, labor dispute, parts or materials unavailability, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.
- d. YESCO shall not be responsible for wireless interference or the replacement or repair of LED display components, neon, or lighting because of color change, dimming, or reduction of brilliance.
- e. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated this reference.
- f. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.
- g. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Tooele City Corp
90 N Main St
Tooele UT 84074-2139
United States

Ship To

Tooele City Corp
Shilo Baker
90 N Main St
Tooele UT 84074-2139
United States

Remit To

YESCO - Salt Lake
1605 Gramercy Road
Salt Lake City UT 84104
United States

Project Number / Invoice #

PRY-66258

Terms

DUE UPON ACCEPTANCE

Account Executive

010533 Erik B Cheney

Item**Amount**

Down Payment Invoice for 50% (Prefunding)

\$30,703.51

Total

\$30,703.51

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking ☒

Savings ☐

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

Tooele City Welcome Sign

Presented By



Rocky Mountain Region

Salt Lake Office
1605 South Gramercy Road
Salt Lake City, UT 84104
801-487-8481

Package Version

OPY-70783 **R4**
Date: 04.21.2026

R2 REVISION NOTES		
ART 1.0:	1	REVISE CONCEPTUAL DESIGN TO ADD FOWER BED
R3 REVISION NOTES		
ART 1.0:	1	ADD 3D RENDERING - DESIGN DID NOT CHANGE
R4 REVISION NOTES		
ART 1.0:	1	REVISE BASE TO HAVE 10" WALL. ADD 2ND SIDE GRAPHICS.

TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'I'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



COLOR MATCHING NOTE

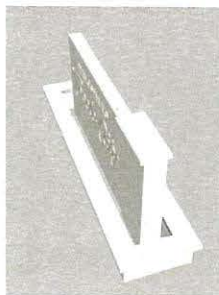
Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

PRODUCTION NOTE

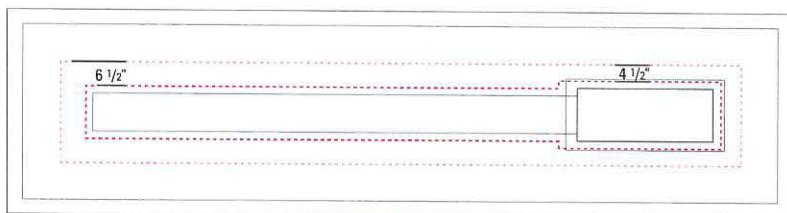
The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.



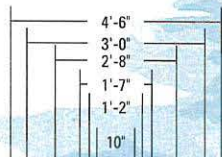
5 3D RENDERING
SCALE: NTS



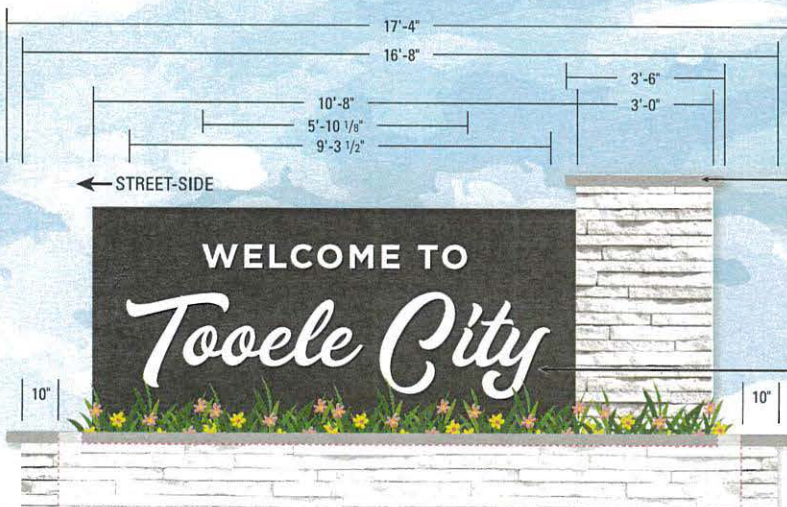
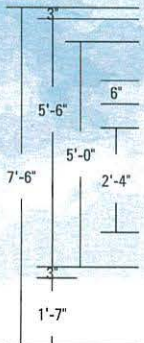
4 SIMULATED NIGHT RENDERING - BACK
SCALE: NTS



3 PLAN
SCALE: 3/8" = 1'-0"



2 SIDE
SCALE: 3/8" = 1'-0"



1 SIGN 1 - D/F MONUMENT SIGN - FRONT
SCALE: 3/8" = 1'-0"

SCOPE OF WORK

MANUFACTURE & INSTALL **ONE (1)** D/F MONUMENT SIGN.

ELECTRICAL

POWER AT DISPLAY LOCATION TO BE PROVIDED BY CLIENT.

PERMITTING INFO

AREA: 053.3 FT² (Rounded to the nearest 0.1 ft)
METHOD: BOUNDING BOX

COLOR KEY

P1 SW 7073 (Network Gray)
Sherwin Williams Paint w/Satin Finish
P2 SW 7069 (Iron Ore)
Sherwin Williams Paint w/Satin Finish

Note: Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match. Please consult your YESCO account executive for physical sample swatches.



DESIGN

1605 South Gramercy Rd.
Salt Lake City, UT 84104
801.487.8481

www.yesco.com

© 2022 YESCO LLC. All right reserved

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 600 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



Revisions

No.	Date / Description
Org.	2026.03.25
R1	2026.03.25
R2	2026.03.31 [LC]
R3	2026.04.15 [LC]
R4	2026.04.21 [LC]
R5	---
R6	---
R7	---
R8	---
R9	---
J0	#

Approval

A/E Sign / Date

Client Sign / Date

Tooele City Corp

90 N Main St
Tooele UT 84074-2139

Acct. Exec: Erik B Cheney
Designer: Larry Cohen

OPY-70783 R4

ART 1.0

TOOELE CITY CORPORATION

RESOLUTION 2026-38

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING ADDENDUM I TO THE FINANCIAL CONSULTING SERVICES AGREEMENT WITH LRB PUBLIC FINANCE ADVISORS, INC., FOR THE PURPOSE OF INCLUDING FINANCIAL SERVICES IN CONNECTION WITH SERIES 2026 SEWER REVENUE BONDS.

WHEREAS, Tooele City is in need of financial consulting services in connection with the preparation, issuance, and sale of sewer revenue bonds; and,

WHEREAS, Tooele City has used the financial consulting services of LRB Public Finance Advisors, Inc. ("LRB"), (formerly known as Lewis Young Robertson & Burningham, Inc.) for many years and is satisfied with their services; and,

WHEREAS, on February 1, 2023, the City Council approved Resolution 2023-08, approving a financial consulting services agreement with LRB; and,

WHEREAS, on August 2, 2023, the City Council approved Resolution 2023-69, approving an addendum to agreement with LRB, for the purpose of LRB performing a water and sewer rate study; and,

WHEREAS, the City Administration recommends signing an Addendum I to the existing LRB financing consulting services agreement, for financial services in connection with the preparation, issuance, and sale of the Series 2026 Sewer Revenue Bonds, at the price of \$30,000 for services previously performed plus a fee not to exceed \$6.50 per \$1,000 of project-related financing proceeds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL, that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with LRB Public Finance Advisors, Inc., for ongoing financial consulting services for the City, in connection with the preparation, issuance, and sale of the Series 2026 Sewer Revenue Bonds.

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 _____, 2026.

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

Addendum I

ADDENDUM I:
Series 2026 Sewer Revenue Bonds
[Sewer Treatment Plant Expansion Project]
TOOELE CITY, UTAH

May 27, 2026

Tooele City, Utah (the “Client”) desires to retain LRB Public Finance Advisors, Inc. (the “Financial Consultant”) to provide debt issuance services as described in Section 2: Detailed Scope of Services – Particular to Debt Issuance of the Agreement for Financial Advisory and Consulting Services dated January 10, 2023 (the “Agreement”), in connection with the financing of the Sewer Treatment Plant Expansion Project (the “Project”).

The Client currently anticipates pursuing the financing through a negotiated public offering, and the Financial Consultant possesses the knowledge and experience necessary to assist local governments in financing capital improvements through such transactions. Accordingly, pursuant to this **Addendum I** to the Agreement, the Client retains the Financial Consultant to provide financial advisory services in connection with the preparation, issuance, and sale of the Series 2026 Sewer Revenue Bonds.

The Financial Consultant shall provide preliminary financial modeling, feasibility analyses, cash flow projections, and market timing recommendations necessary for the planning, structuring, and issuance of the Series 2026 Sewer Revenue Bonds. In addition, the Financial Consultant shall develop and maintain a comprehensive financial sustainability model for the sewer utility system, including analyses of the user charge system, impact fees, and ongoing operational, maintenance, capital repair, and replacement requirements.

The Financial Consultant shall also coordinate efforts related to obtaining a municipal bond rating and shall evaluate and advise the Client regarding other municipal finance tools and credit enhancement strategies intended to improve the credit quality, marketability, and overall execution of the financing transaction.

The fee to be paid to the Financial Consultant shall consist of:

- (i) a fee not to exceed \$6.50 per \$1,000 of project-related financing proceeds; and
- (ii) consulting fees in the amount of \$30,000.00 for services previously performed in connection with the feasibility analysis, development of the comprehensive financial sustainability plan, and preparation of the Plan of Finance for the Sewer Utility System.

All fees shall be payable in accordance with Paragraph 7 of the Agreement.

(Remainder of page left intentionally blank)

This **ADDENDUM I: Series 2026 Sewer Revenue Bonds [Sewer Treatment Plant Expansion Project]** is acknowledged and accepted as of the date referenced above.

TOOELE CITY, UTAH
(the “Client”)

Title: _____

LRB PUBLIC FINANCE ADVISORS, INC.
(the “Financial Consultant”)

Title: _____

TOOELE CITY CORPORATION

RESOLUTION 2026-40

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

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

Exhibit A

List of Surplus Equipment

[illegible]

Exhibit B

Disposal of Surplus Technology-Related Equipment Policy

IT Surplus Policy

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

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

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

06/11/26

DESCRIPTION OF EXPENDITURE:

VENDOR: STELLA JONES

V#

REPLACE DAMAGED POLES AT DRIVING RANGE

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
SPECIAL PROJECTS	41 4620 615000	221,238.00	179,105.00	60,330.67	(18,197.67)
TOTAL:				60,330.67	

*Will make a budget adjustment

REQUESTED

Ed Dettwain Cook
DEPARTMENT HEAD

REVIEWED

Shannon Leimner
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



QUOTATION

Company Name: CITY OF TOOEELE
Customer Reference: TOOEELE, UT

Quotation Number: 20529764
Quotation Date: 06/10/2026

Customer Contact: CODY LOPEZ
Phone: 435-882-4220 EXT 3
Email: CodyL@tooelecify.gov

Sales Manager: TRAVIS WILSON
Phone: 530-725-9952
Email: twilson@stella-jones.com

Ship To:
CITY OF TOOEELE
1255 E VINE ST
TOOELE UT 84074 US

Ship From: Ogden - FG Yard S UT US
Ship Via: Self Loader Truck
Shipping Condition: Truck TM
Incoterm: FCA DESTINATION

Estimated Delivery: 9-10 Weeks ARO
1-2 weeks for the 75/H2
Quotation Expiration Date: 06/20/2026

PACIFICORP DIST AND TRANS WOOD POLES EBU-PL-S02 03/14/2022/ DATED:
04/01/2022 / PLANT INSPECTION

Item No	Material	Description	QTY Weight	Unit Price	Freight	Gross Price
				Currency: USD		
10	10022173	POLE DF 35/1 PENTA OR DCOI PPL FIG2	3 EA 3,505.500 LB	822.80/EA		2,468.40
20	10022261	POLE DF 75/H2 PENTA OR DCOI PPL	14 EA 69,339.200 LB	3,851.10/EA		53,915.40

Gross Total 56,383.80

Net Value 56,383.80

Total Tax 3,946.87

Total Weight: 72,844.700 LB

Total Volume: 1,776.700 FT3

State Tax 2,734.62

County Tax 986.72

City Tax 225.53

Payment Terms: Payment in advance

TOTAL VALUE 60,330.67

PRICE BASED ON QUANTITIES QUOTED.
FREIGHT AND DELIVERY CHARGES INCLUDED.
LEAD TIME TO BE REVIEWED AT TIME OF ORDER PLACEMENT.
PLEASE SEE ATTACHED TERMS AND CONDITIONS.

Sales Manager: TRAVIS WILSON

Unless otherwise stated herein, this quotation is submitted subject to our confirmation upon receipt of your order. Any applicable taxes and/or duties are for the buyer's account. All Taxes subject to change based on final delivery destination at time of order. All agreements are contingent upon strikes, accidents, acts of God, or other delays whatsoever kind occasioned by circumstances beyond our control. Unless otherwise stated, prices are valid for 30 days from quotation date. Freight is based on quantities quoted and is subject to review should the quantity change. Scheduled delivery is conditional on truck/railcar availability. Inspection and final acceptance is to be made at our plant, concurrently with treating, by mutually satisfactory parties, for your account, unless otherwise stated. Payment terms are net 30 days after date of shipment, based on approved credit. All credit card payments will be assessed an additional processing fee. Interest will be charged at a rate of 1.5% per month on overdue accounts.



QUOTE TERMS AND CONDITIONS

These Pole Quote Terms and Conditions ("Terms and Conditions") govern the purchase and sale of wood poles or similar products (hereinafter, "Materials") by Stella-Jones Corporation ("Stella-Jones") to the purchaser listed on the attached Quote (hereinafter, "Buyer"). If these Terms and Conditions are not acceptable to Buyer, Stella-Jones reserves the right to increase the prices or otherwise modify this Quote to adequately address the additional risk and expense to Stella-Jones.

Partial award is subject to negotiation. Prices are firm until the expiration date set forth in the attached Quote and subject to adjustment thereafter. Prices may be adjusted if the specifications or delivery schedule is modified.

Materials subject to availability at time of firm order placement. Unless paid in advance, all orders are subject to Stella-Jones' approval of Buyer's credit.

Materials supplied will equal or exceed specification quoted. Larger sizes may be provided at no additional cost.

Materials covered by this Quote are subject to the following terms and conditions unless explicitly amended by the parties in writing signed by both parties at time of final order placement:

- Buyer is responsible for the Materials' design including selection of the material type, size, preservative and all other aspects of its design and specification.
- Materials covered by this quotation are warranted to comply with Buyer's specifications, or where no detailed specifications are provided the minimum referenced industry standards, if applicable, at time of sale.
- Stella-Jones excludes any implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose.
- Buyer has sole responsibility for installation and engineering, including delivery location and location suitability for storage and installation. Risk of loss or damage to the Materials shall transfer from Stella-Jones to Buyer upon delivery to Buyer or Buyer's specified destination.
- Buyer has responsibility for occupational safety and health issues related to its employees and any other claims resulting therefrom or that are related to delivery location, storage, theft, installation, use or any other claims, liabilities, or fines of any type.
- In no event will Stella-Jones be liable to Buyer in an amount exceeding the purchase price of the subject Materials. In no event will Stella-Jones be liable for indirect, special, incidental, exemplary or consequential damages of any kind sustained from any cause or arising out of any legal theory, whether contract, negligence, strict tort liability, contribution, indemnity, or otherwise. Stella-Jones limits all claims to the value of the Materials supplied. Buyer shall make all claims within ten days of receipt regarding delivery quantity or quality after which the Materials shall be deemed to have been received and accepted by the Buyer. Any lawsuit by Buyer against Stella-Jones will be filed within one year from delivery of the subject Materials. The remedies provided herein shall be Buyer's sole and exclusive remedies with respect to the Materials.

Sales or other applicable taxes will be added to the quoted prices unless customer supplies a resale or exemption certificate valid to the delivery location of the Materials covered by the Quote. Any sales or other taxes that are found to be applicable to the transaction shall be the liability of the Buyer at time of sale or at any time thereafter. Nothing contained in this Acknowledgement grants Buyer audit rights to inspect Stella-Jones' records with respect to this transaction.

This Quote does not provide any form of indemnification except to the extent caused solely by Stella-Jones, nor does this Quotation provide for the payment of any liquidated and/or consequential damages.

City Council Work and RDA Meeting Minutes

Date: June 3, 2026

Time: 5:30 p.m.

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

Council Members Present

Dave McCall

Ed Hansen

Melodi Gochis (via Phone)

Jon Gossett

Excused

Justin Brady

Staff Present

Maresa Manzione, Mayor

Matthew Johnson, City Attorney

Nathan Farrer, Public Works Director

John Perez, Economic Development Director

Adrian Day, Police Chief

Chase Randall, Library Director

Kelley Anderson, Planning Commissioner

Paul Hansen, City Engineer

Anna Anglin, City Planner

Shannon Wimmer, Finance Director

Shilo Baker, City Recorder

Loretta Herron, Deputy City Recorder

Clarissa Pankratz, Administrative Assistant

Minutes Prepared by Teresa Young

1. Open City Council Meeting

Vice Chairman Hansen opened the meeting at 5:32 p.m.

2. Roll Call

Dave McCall, Present

Jon Gossett, Present

Melodi Gochis, Present via phone

Ed Hansen, Present

3. Mayor's Report

Mayor Manzione reported receiving a letter from a resident complimenting the appearance of the city cemetery, particularly in preparation for Memorial Day. She expressed appreciation to the

seasonal employees and contracted parks staff for their efforts in maintaining the cemetery and city grounds.

Mayor Manzione reminded Council members of the upcoming Fourth of July events and encouraged attendance at the various activities leading up to and including the holiday celebration. She also announced that Joe D. England had been selected as the Grand Marshal for the Fourth of July Parade.

4. **Council Members' Report**

Councilman McCall reported attending the ribbon-cutting ceremony earlier that day and noted that it was a successful event. He also stated that he was scheduled to attend a JPAC (Joint Policy Advisory Committee) meeting the following day.

Councilman Gossett reported attending the Arts Council meeting, where discussions focused on theater renovation projects. He also attended the Children's Justice Center meeting, which included discussion on recognizing local youth for their accomplishments. Additionally, he participated in a Habitat for Humanity event attended by the Governor and noted that it was a successful event.

Vice Chairman Hansen reported attending the Habitat for Humanity event with the Governor and expressed appreciation for the condition of the city cemetery, noting that it was well maintained for Memorial Day. He also highlighted the recent ribbon-cutting ceremony and noted that the event received coverage on KSL. Councilman Hansen expressed enthusiasm for the upcoming Fourth of July celebrations and congratulated Joe D. England on being selected as the Fourth of July Parade Grand Marshal.

Vice Chairman Hansen also noted that Councilwoman Gochis would provide her report at a future meeting when she is present in person. Additionally, he excused Councilman Brady, who was absent.

5. **Discussion Items**

a. **Fraud Risk Assessment**

Presented by Shannan Wimmer, Finance Director

Ms. Wimmer presented the City's annual Fraud Risk Assessment, which is required by the State. She reported that the City's score remains unchanged from previous years and continues to fall within the "low" fraud risk category. The assessment confirms that the City has appropriate procedures, training, and internal controls in place to minimize fraud risk. Council discussion noted that the City's score is impacted by the absence of a formal audit committee.

b. **Budget Discussion**

Presented by Shannan Wimmer, Finance Director

Ms. Wimmer provided an overview of the proposed Fiscal Year budget, highlighting operating budget priorities, capital improvement projects, equipment replacements, and long-term debt obligations. Key operating budget items include employee compensation adjustments, benefit increases, and the addition of three new positions in the Police, Fire, and IT departments. She reviewed major capital projects planned across City

departments, including infrastructure upgrades, vehicle and equipment replacements, park improvements, public facility maintenance, and water and wastewater system improvements. Ms. Wimmer also summarized the City's long-term debt, noting the recent payoff of several bonds and outlining the remaining debt obligations and their anticipated payoff dates. Council members expressed appreciation for the work completed by the Finance Department in preparing the budget and making it accessible to the public.

c. **Discussion on Recently Enacted Utah Code 10-3-702.1: Regulatory Impacts on Families**

Presented by Matthew Johnson, City Attorney

Mr. Johnson presented information regarding recently enacted Utah Code 10-3-702.1, adopted through Senate Bill 232 during the 2026 General Legislative Session. He explained that the new law requires municipalities to consider the potential impacts of proposed ordinances on family health, stability, and formation. Mr. Johnson noted that the requirement applies only to ordinances and not to resolutions, and that the law does not prescribe a specific method for documenting or discussing those impacts. He further explained that failure to conduct such consideration does not invalidate an ordinance or create a cause of action against the City. To assist with compliance, the City Attorney's Office will include standard language in future ordinances stating that the City Council has considered the ordinance's potential impacts on family health, stability, and formation.

d. **Discussion on a Proposed Text Amendment to Tooele City Code 7-11a-17. Design Standards: Walls and Fences, Regarding an Exception to the Current Fencing Requirements when a New Multi-Family Residential Project is Constructed Adjacent to an Existing Single-Family Residential Development Where Fencing Has Already Been Installed**

Presented by Anna Anglin, City Planner

Ms. Anglin presented a proposed amendment to the City's multifamily residential design standards regarding fencing requirements where new multifamily developments are adjacent to existing residential properties with fences already in place. The amendment was intended to address situations where developers are currently required to install a new fence immediately next to an existing fence, creating maintenance issues, debris accumulation, and an inconsistent appearance.

Ms. Anglin explained that the proposal would allow exceptions to the required fence column and pier standards when specific criteria are met and would permit existing adjacent fencing to be incorporated into the development's fencing plan. She noted that the Planning Commission recommended approval of the amendment and suggested additional provisions, including property owner notification and an administrative review process.

Council members discussed balancing the interests of existing property owners and developers, concerns regarding property rights, the practicality of obtaining approval from multiple adjacent property owners, and the potential problems created by parallel fences, including maintenance concerns and wildlife becoming trapped between them. The Council also discussed whether disputes between developers and property owners should remain private civil matters and explored alternative approaches for notifying

affected property owners while allowing flexibility in the City's fencing standards. No final decision was made during the discussion.

Mr. Lovell, applicant representative for the Ledger Cove development, clarified that the intent of the proposed amendment was not to eliminate the requirement for a separate fence or to rely on neighboring property owners' fences. Instead, the request was to allow developers to omit the decorative columns or piers when installing a new vinyl fence adjacent to an existing fence. He explained that the columns create gaps between fences, leading to maintenance issues such as debris accumulation, weeds, and potential wildlife hazards.

Council members discussed the clarification and agreed that it addressed many of the concerns raised during earlier discussions regarding property rights and the use of existing private fences. The Council considered whether the proposed language adequately reflected the applicant's intent and whether revisions were needed to remove requirements related to obtaining approvals from adjacent property owners.

The City Attorney, Mr. Johnson explained that any exception would remain subject to administrative review and specific approval criteria, ensuring that deviations from the fencing standards would be evaluated on a case-by-case basis. Council members expressed support for allowing flexibility where appropriate while maintaining the City's fencing standards. Staff was directed to revise and clarify the proposed ordinance language before final consideration.

e. Discussion on Proposed Amendments to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District

Presented by Anna Anglin, City Planner

Ms. Anglin presented a proposed amendment to the Commercial Special District (CSD) ordinance. The amendment would correct a title reference and allow CSD properties exceeding 125 acres to consist of non-contiguous parcels rather than requiring all acreage within the district to be contiguous. Staff indicated they had no concerns with the proposed change. The Council discussed the amendment and raised no objections.

Applicant representative Jake Finlinson of Perry Commercial presented the rationale for the proposed Commercial Special District (CSD) ordinance amendment. He explained that the amendment would allow non-contiguous parcels totaling more than 125 acres to be included within a single CSD. The request is associated with the Compass Point master-planned community and is intended to apply consistent architectural, landscaping, signage, and design standards at key commercial and industrial entry points throughout the development. Mr. Finlinson noted that the amendment would help create cohesive branding and higher-quality development standards while simplifying the ordinance language.

f. Discussion on a Proposed Text Amendment to Tooele City Code 7-16b-6: Landscaping Standards, Regarding Minimum Landscaping Requirements in the Heavy Industrial Sections of the Tooele City Business Park

Presented by Anna Anglin, City Planner

Ms. Anglin presented a proposed amendment to the Tooele City Business Park landscaping standards for Section C (Heavy Industrial). The amendment would align the business park requirements with landscaping standards already adopted for other heavy industrial zones in the City by removing minimum landscaping and tree planting requirements within the heavy industrial area. In place of those requirements, developers would be required to reclaim construction-disturbed areas with native Utah grasses and shrubs and submit a vegetation reclamation plan during site plan review. The Planning Commission recommended approval of the amendment with the additional requirement that irrigation used solely to establish vegetation would not be required to remain permanent after revegetation is established. The Council discussed the proposal and raised no concerns.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Vice Chairman Hansen stated there was a need for a Closed Meeting to discuss litigation/and or property acquisition.

Motion: Councilman Gossett moved to proceed into a Closed Meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Vice Chairman Hansen, "Aye". The motion passed 4-0.

The public meeting recessed at 6:43 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Roll Call: Vice Chairman Hansen, Councilman Gossett, Councilman McCall, Councilwoman Gochis (via phone). Justin Brady was excused.

Also, in attendance: Mayor Manzione, Matt Johnson, City Attorney; Shilo Baker, City Recorder; Adrian Day, Police Chief; Nathan Farrer, Public Works Director; Paul Hansen, City Engineer; and Shannon Wimmer, Finance Director.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Vice Chairman Hansen adjourned the meeting at 6:56 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 June, 2026

Justin Brady, City Council Chair

City Council Business Meeting Minutes

Date: June 3, 2026

Time: 7:00 p.m.

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

Council Members Present

Dave McCall

Ed Hansen

Melodi Gochis (via Phone)

Jon Gossett

Excused

Justin Brady

Staff Present

Maresa Manzione, Mayor

Matthew Johnson, City Attorney

Nathan Farrer, Public Works Director

Adrian Day, Police Chief

Chase Randall, Library Director

Kelley Anderson, Planning Commissioner

Paul Hansen, City Engineer

Anna Anglin, City Planner

Shannon Wimmer, Finance Director

Tiffany Day, Assistant to Mayor

Shilo Baker, City Recorder

Loretta Herron, Deputy City Recorder

Clarissa Pankratz, Administrative Assistant

Minutes Prepared by Teresa Young

1. Pledge of Allegiance

Vice Chairman Hansen opened the meeting at 7:11 p.m. and led the Pledge of Allegiance.

2. Roll Call

Jon Gossett, Present

Melodi Gochis, Present (via phone)

Dave McCall, Present

Ed Hansen, Present

3. America 250 Tribute – Just Serve Community Recognition Awards

Mayor Manzione recognized community volunteers as part of a service appreciation segment highlighting local residents who contributed significant volunteer efforts.

The first award was presented to Josie Prescott, nominated by Kayla Cameron of the Tooele City Library. Josie was recognized for over 88 hours of service as a teen volunteer with the Teen Advisory Council since 2021. She organized and supported teen programs such as scavenger hunts, crafts, and science activities, and also participated in library service projects including facility cleanups and assembling blankets and baby kits for new mothers. Her leadership and consistent involvement while attending Stansbury High School were highlighted as exceptional.

The second recognition honored Steven and Wynn Marsh, nominated by Parks and Recreation Director Darwin Cook, for their volunteer efforts in maintaining and improving public spaces after moving to Tooele 18 months ago. Their contributions included regular cleanup and weeding at England Acres Park, maintenance support at the Bevan Detention Basin, and large-scale removal of trash and tumbleweeds along 1000 North. Wynn also acknowledged additional community members who assisted in these efforts, emphasizing a broader team of volunteers. The Mayor and Council expressed appreciation for their collective service and community impact, followed by a group photo to commemorate the recognition.

There was a brief pause in the meeting for photographs.

4. **Recognition of Loretta Herron's Retirement**

Vice Chairman Hansen recognized Loretta Heron for her retirement from Tooele City. The Mayor, City Council, and staff publicly thanked her for 10 years of dedicated service to the city, including her role as Deputy City Recorder since October 2023.

The Council highlighted her reliability, attention to detail, and strong commitment to public service, noting that her work behind the scenes has been essential in preparing agendas, meeting packets, and ensuring technology and meetings run smoothly.

Members expressed appreciation for her professionalism, positive attitude, and the support she has provided to both staff and elected officials during her tenure. They wished her a happy and fulfilling retirement filled with good health and new opportunities.

As a token of appreciation, she was presented with a commemorative flag that had flown over the Utah State Capitol in recognition of her service and contributions to Tooele City. A group photo was taken following the presentation.

5. **Public Comment Period**

Vice Chairman Hansen opened the public hearing at 7:25 p.m. Seeing no members for the public coming forward he closed the public hearing at 7:25 p.m.

6. **Public Hearing and Motion on Ordinance 2026-12 An Ordinance of the Tooele City Council Amending Section 7-11a-17 (Design Standards: Walls and Fences), Adding an Exception to the Current Fencing Requirements When a New Multi-Family Residential Project is Constructed Adjacent to Existing Fencing**

Presented by Anna Anglin, City Planner

Ms. Anglin presented Ordinance 2026-12, which amends Section 7-11a-17 regarding design standards for walls and fences, specifically addressing an exception for fencing requirements when a new multi-family residential development is constructed adjacent to an existing fence. She clarified that there was a misinterpretation in the original proposal; the intent was not to exempt the entire fence requirement when an existing fence is present, but only to modify the column portion of the fencing requirement to reduce spacing between the existing and proposed fences. The amendment would therefore apply only to the column spacing issue. The Community Development Director's approval authority, as recommended by the Planning Commission, would remain in the ordinance. However, staff is recommending removing the additional Planning Commission-proposed requirements in red, as they are no longer applicable under the clarified scope of the amendment.

Vice Chairman Hansen opened the public hearing at 7:29 p.m.

Applicant Mr. Lovell clarified that the proposal is not intended to allow automatic approval; instead, the Community Development Director would have discretion to approve or deny requests after review. He emphasized this prevents it from becoming an "open floodgate" situation. He also explained a design standard for fence "runs" meant to ensure visual consistency. Even if most homes in a section have fences, partial or inconsistent installation (such as some homes having fence columns and others not) would be avoided. The intent is to maintain a uniform aesthetic, with fence sections within a run following the same design standard.

Vice Chairman Hansen closed the public hearing at 7:31 p.m.

Motion: Councilman Gossett moved to approve Ordinance 2026-12 An Ordinance of the Tooele City Council Amending Section 7-11a-17 (Design Standards: Walls and Fences), Adding an Exception to the Current Fencing Requirements When a New Multi-Family Residential Project is Constructed Adjacent to Existing Fencing. Striking numbers 6 & 7 in Exhibit E. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman McCall, "Aye"; Councilwoman Gochis, "Aye"; Vice Chairman Hansen, "Aye". The motion passed 4-0.

7. **Public Hearing and Motion on Ordinance 2026-14 An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16b-6: Regarding Minimum Landscaping Requirements in the Heavy Industrial Sections of the Tooele City Business Park Zoning District ("TCBP")**

Presented by Anna Anglin, City Planner

Ms. Anglin advised that the ordinance proposes amending Tooele City Code Section 7-16b-6 to revise minimum landscaping requirements for the heavy industrial areas within the Tooele City Business Park zoning district. The change would align this section with other heavy industrial zoning districts by removing certain landscaping requirements. The Planning Commission also recommended clarifying that any irrigation used solely for establishing vegetation in disturbed areas is not required to be permanent, ensuring it is understood that temporary irrigation for reseeding does not create a long-term requirement. The council indicated the item had been discussed in the prior work meeting and raised no additional questions during the meeting.

Vice Chairman Hansen opened the public hearing at 7:33 p.m. Seeing no member of the public coming forward, Vice Chairman Hansen closed the public hearing at 7:34 p.m.

Motion: Councilman McCall moved to approve Ordinance 2026-14 An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16b-6: Regarding Minimum Landscaping

Requirements in the Heavy Industrial Sections of the Tooele City Business Park Zoning District ("TCBP"); including Planning Commission's recommended conditions. Councilman Gossett seconded the motion. The vote was as follows: Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Councilman Gossett, "Aye" and Vice Chairman Hansen, "Aye". The motion passed 4-0.

8. **Resolution 2026-28 A Resolution of the Tooele City Council Consenting to Mayor Manzione's Reappointments of Crystal Larmore and Julie Brough to the Library Board of Directors**

Presented by Chase Randall, Library Director

Mr. Randall presented a request to reappoint two members, Crystal Lamour and Julie Brough, to the library board. He explained that both have been active, engaged, and valuable board members during their current terms, with Julie Brough also serving as secretary and handling meeting minutes effectively. He recommended their reappointment for another term.

Motion: Councilman Hansen moved to approve Resolution 2026-28 A Resolution of the Tooele City Council Consenting to Mayor Manzione's Reappointments of Crystal Larmore and Julie Brough to the Library Board of Directors. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Vice Chair Hansen, "Aye". The motion passed 4-0.

9. **Library Annual Report**

Presented by Chase Randall, Library Director

Mr. Randall presented the library's annual report, highlighting strong growth in usage, services, and revenue at the Tooele City Library.

He reported that the library maintains a collection of over 44,000 physical items and more than 492,000 digital items, with additional streaming access through Kanopy. Annual inventory showed 87 lost items, which is within normal range. Library use continues to increase, with over 163,000 visits, more than 10,000 active cardholders (a 10% increase), and approximately 24% of Tooele City residents holding library cards.

Circulation remained strong at over 178,000 physical checkouts and 114,000 digital checkouts, reflecting a steady balance between physical and digital use. Revenue also increased to about \$38,000, driven by non-resident cards, fines, and printing services.

Technology use rose 10%, with over 22,000 public computer and Wi-Fi sessions, though park Wi-Fi service will be discontinued due to external system changes. Programming remained robust, including nearly 3.2 million minutes read in summer reading, 1,671 participants, 282 programs, and over 14,800 total program attendees.

He also outlined major improvements, including upgraded printing systems, the ability for patrons to pay fees online, water-wise landscaping improvements, HVAC system upgrades, a remodeled children's area, and the addition of study pods to expand quiet and collaborative space. Overall, he emphasized continued growth in library use and ongoing facility and service improvements.

10. **Resolution 2026-30 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Broken Arrow, Inc., for the Seventh Street Storm Drain Improvements (500 North to Birch Street)**

Presented by Nathan Farrer, Public Works Director

Mr. Farrer reported that the storm drain project has moved forward after council approval. Broken Arrow was selected as the low bidder, and work has already begun, including potholing and preparation for major construction. The project will install a storm drain system intended to better manage heavy runoff coming down from Seventh Street. He noted that the item is being brought back for formal ratification through a resolution.

Motion: Councilman Gossett moved to approve Resolution 2026-30 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Broken Arrow, Inc., for the Seventh Street Storm Drain Improvements (500 North to Birch Street). Councilman McCall seconded the motion. The vote was as follows: Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Councilman Gossett, "Aye"; Vice Chairman Hansen, "Aye". The motion passed 4-0.

11. **Resolution 2026-31 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, L.L.C. for City Engineering Services**

Presented by Maresa Manzione, Mayor

Mayor Manzione presented a contract renewal for city engineer Paul Hansen Associates, LLC, noting that Paul Hansen has served Tooele City for about 27 years and remains highly involved in city operations despite being a contract engineer. He also brings additional staff support as needed and is especially knowledgeable about the city's water system and water shares.

The contract, which is due for renewal on July 1, would extend services for another four-year term. During discussion, council members raised concerns about long-term succession planning for when Mr. Hansen eventually retires, emphasizing the need to avoid a gap in expertise. The mayor and others acknowledged the importance of planning ahead but noted that budget limitations make long overlap periods difficult, though some transition planning and knowledge transfer will be necessary when the time comes.

Motion: Councilman McCall moved to approve Resolution 2026-31 A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with Paul Hansen Associates, L.L.C. for City Engineering Services. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; Vice Chairman Hansen, "Aye". The motion passed 4-0.

12. **Resolution 2026-32 A Resolution of the Tooele City Council Declaring Tooele City's Commitment to Fostering Compassion and Inclusivity as Core Civic Values, Establishing April 12th as a Yearly "Day of Kindness," and Authorizing the Mayor to Implement Corresponding Municipal Programs**

Presented by Maresa Manzione, Mayor

Mayor Manzione presented Resolution 2026-32, which declares Tooele City's commitment to fostering compassion and inclusivity as core civic values and establishes April 12 as an annual "Day of Kindness."

The initiative, developed by the Community Engagement Department in partnership with the One Kind Act movement, aims to promote acts of kindness, generosity, and community involvement.

The resolution encourages public awareness and participation, outlines implementation through existing community engagement programs, and includes an annual review to evaluate the program's effectiveness and continuation. The mayor expressed support for the initiative, emphasizing its alignment with community values, and council members generally agreed without significant discussion or questions.

Motion: Councilman Gossett moved to approve Resolution 2026-32 A Resolution of the Tooele City Council Declaring Tooele City's Commitment to Fostering Compassion and Inclusivity as Core Civic Values, Establishing April 12th as a Yearly "Day of Kindness," and Authorizing the Mayor to Implement Corresponding Municipal Programs. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Vice Chairman Hansen, "Aye". The motion passed 4-0.

13. **Resolution 2026-33 A Resolution of the Tooele City Council Approving Audit Agreement with Larson & Company, P.C., Certified Public Accountants**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented a request to renew the city's contract with Larson & Company for annual audit services for another five-year term. She noted the firm previously completed a five-year contract and has provided reliable service with no negative feedback from state reviewers.

The proposed renewal shows minimal cost increases despite broader inflation trends, with annual audit fees starting at about \$38,800 in 2026 and increasing by roughly \$2,000 or less per year. She also explained that a potential single audit, required if federal funding exceeds a threshold of \$750,000, would cost an additional \$4,200. Overall, she emphasized the city is receiving strong value and consistent quality from the auditor.

Motion: Councilman McCall moved to approve Resolution 2026-33 A Resolution of the Tooele City Council Approving Audit Agreement with Larson & Company, P.C., Certified Public Accountants. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Vice Chairman Hansen, "Aye". The motion passed 4-0.

14. **Resolution 2026-29 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Vehicles)**

Presented by Shilo Baker, City Recorder

Ms. Baker presented a resolution to declare eight Public Works vehicles as surplus property. She explained that the vehicles are over 10 years old, with several nearing 20 years of service, and are no longer cost-effective due to frequent repairs and increasing maintenance needs. Many of the vehicles were originally part of the police fleet and were later reassigned to other departments.

Ms. Baker requested that the council approve declaring the vehicles surplus so they can be disposed of through auction in accordance with city policy. She also briefly acknowledged Loretta's retirement and introduced Clarissa Pankratz as the new deputy city recorder.

Motion: Councilman Gossett moved to approve Resolution 2026-29 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Vehicles). Councilman McCall seconded the motion. The vote was as follows: Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Councilman Gossett, "Aye"; and Vice Chairman Hansen, "Aye". The motion passed 4-0.

15. **Resolution 2026-34 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department - Streets Division Equipment)**

Presented by Shilo Baker, City Recorder

Ms. Baker presented Resolution 2026-34, requesting that the council declare several Public Works Streets Division items as surplus property. The equipment includes items such as salt spreaders, a line striper, a lay-down box, and a sign hammer drill breaker.

She explained that the equipment is outdated, in poor condition, and no longer cost-effective to maintain or operate, with some items already unused for a period of time. The city is requesting approval to surplus the equipment and dispose of it through auction in accordance with city policy.

Motion: Councilman McCall moved to approved Resolution 2026-34 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department - Streets Division Equipment). Vice Chairman Hansen seconded the motion. The vote was as follows: Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; Councilman McCall, "Aye"; and Vice Chairman Hansen, "Aye". The motion passed 4-0.

16. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented two invoices for council approval. The first was for \$32,397.16 to Dell Marketing LP to replace core networking equipment due to the current system nearing the end of its warranty period. The second was for \$68,407.18 to Huber Technology for scheduled four-year maintenance on sludge presses at the water reclamation facility greenhouse. The council was asked to approve both invoices and related purchase orders.

Motion: Councilman Gossett moved to approve invoices and purchase orders. Councilman McCall seconded the motion. The vote was as follows: Councilwoman Gochis, "Aye"; Councilman McCall, "Aye"; Councilman Gossett, "Aye"; and Vice Chairman Hansen, "Aye".

17. **Minutes**

~May 6, 2026 Work Meeting

~May 6, 2026 Business Meeting

Mayor Manzione advised there was a misspelling of her first name on Business Meeting Minutes, agenda item 3.

Motion: Vice Chair Hansen moved to approve the May 6, 2026 Work Meeting Minutes and the May 6, 2026 Business Meeting Minutes with the change of spelling on Mayor Manzione's name in

the Business Meeting Minutes, agenda item 3. Councilman McCall seconded the motions. The vote was as follows: Councilman Gossett, "Aye"; Councilman McCall, "Aye"; Councilwoman Gochis, "Aye"; and Vice Chairman Hansen, "Aye". The motion passed 4-0.

18. **Adjourn**

Vice Chairman adjourned the meeting at 8:04 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 June, 2026

Justin Brady, City Council Chair