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PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 21, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecitey.gov](http://www.tooelecitey.gov), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecitey.gov](mailto:michellep@tooelecitey.gov).

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

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Boys & Girls Club Utah State Youth of the Year, Taylor Gorringer (Tooele Club)**  
*Presented by Taylor Gorringer*
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2025-13** An Ordinance of Tooele City Amending Tooele City Code Section 7-19-35 Regarding Minor Subdivisions  
*Presented by Andrew Aagard, Community Development Director*
6. **Public Hearing and Motion on Ordinance 2025-14** An Ordinance of Tooele City Amending Tooele City Code Title 7 Regarding Parking for Town Homes and Affordable Single-Family Housing, as Required by Utah Legislature House Bill 181  
*Presented by Andrew Aagard, Community Development Director*
7. **Public Hearing and Motion on Ordinance 2025-15** An Ordinance of the Tooele City Council Amending the Tooele City General Plan Land Use Map for 11.7 Acres of Property Located Near 249 East 1000 North from the Medium Density Residential (MDR) Land Use Designation to the Light Industrial (LI) Land Use Designation  
*Presented by Andrew Aagard, Community Development Director*
8. **Resolution 2025-43** Resolution of Tooele City Corporation Supporting America250 Utah and Recognizing and Approving of the Tooele City Utah250 Community Committee  
*Presented by John Perez, Economic Development Director*
9. **Resolution 2025-45** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jill McIntyre to the Tooele City Historic Main Street Commission as a Commission Member  
*Presented by John Perez, Economic Development Director*

10. **Ordinance 2025-16** An Ordinance of Tooele City Updating the City Code by Amending Tooele City Code Title 6 (Animal Control) Chapter 2 and Tooele City Code Title 6 Chapter 4 Part 1  
*Presented by Adrian Day, Police Chief*
11. **Resolution 2025-42** A Resolution of the Tooele City Council Approving the Form of the Lease/Purchase Agreement with Zions Bancorporation, N.A., Salt Lake City, Utah, for a Ford-550 with Camera Equipment and Authorizing its Execution and Delivery  
*Presented by Jamie Grandpre, Public Works Director*
12. **Resolution 2025-46** A Resolution of the Tooele City Council Approving an Agreement Change Order No. 3 with Broken Arrow for the Installation of Water Connections at England Acres Park  
*Presented by Darwin Cook, Parks & Recreation Director*
13. **Resolution 2025-44** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Vehicles)  
*Presented by Michelle Pitt, City Recorder*
14. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
15. **Minutes**  
  
~May 7, 2025 Work Meeting  
~May 7, 2025 Business Meeting
16. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

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

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2025-13**

#### **AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 7-19-35 REGARDING MINOR SUBDIVISIONS.**

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Tooele City Code Chapter 7-19 regulates the subdivision of land; and,

WHEREAS, Chapter 7-19 allows for residential minor subdivisions to follow a simplified subdivision review and approval process; and,

WHEREAS, the City Administration recommends that TCC §7-19-35 be amended as shown on Exhibit A (last page) to apply to all subdivision types, not just residential; and,

WHEREAS, the Planning Commission convened a public hearing, as required by UCA §10-9a-205 for land use ordinances and by TCC §7-1A-6 for revisions to the City zoning ordinance, on May 14, 2025, and voted forward its recommendation regarding this ordinance to the City Council (see the Planning Commission minutes attached as Exhibit B); and,

WHEREAS, the City Council convened a public hearing, as required by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on May 21, 2025:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code §7-19-35 is hereby amended in the manner 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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney



## Exhibit A

Staff Report with City Code Amendments (Redline)

## STAFF REPORT

May 8, 2025

**To:** Tooele City Planning Commission  
Business Date: May 14, 2025

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re:** Minor Residential Subdivision – City Code Text Amendment Request

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment to Tooele City Code 7-19-35; Minor Residential Subdivisions.

### BACKGROUND

This application is a request for approval of City Code Text Amendments in Tooele City Code Title 7 to authorize and clarify minor subdivisions in commercial and industrial zoning districts.

### ANALYSIS

*Purpose.* If a subdivision meets the criteria established in the code the subdivision can then forego the preliminary subdivision plan application process and the final subdivision plat application process and combine both of processes into one application. This saves the applicant money in that only one set of drawings needs to be produced and it saves the applicant time in that only one application needs to receive City and County approvals rather than go through the process two times. It is a valuable tool in the City's tool belt to help facilitate in-fill development.

The problem that has been encountered is that the ordinance is titled minor RESIDENTIAL subdivisions and the first paragraph, paragraph 1, mentions minor RESIDENTIAL subdivision three additional times. What do we do with subdivisions in commercial zones and industrial zones that meet the exact same criteria? As the ordinance is currently structured, if a proposed subdivision meets all of the criteria set forth in this ordinance, a minor subdivision in a commercial or industrial zone would have to go through the preliminary and final subdivision platting processes. This is overkill and is completely unnecessary.

Historically, staff have processed a commercial or industrial minor subdivision in the same manner as a residential minor subdivision. That is until recently when we discovered that the code actually does not authorize a minor subdivision in commercial and industrial zoning districts.

There is no legitimate or identifiable reason why a minor subdivision in a commercial or industrial zoning district that does not require road dedication would need to go through a preliminary application and a final plat application. Utilities, water rights and impact fees are determined during site planning processes for commercial and industrial developments, not during the subdivision. In this regard, a minor subdivision is even more appropriate for a commercial or industrial zoning district.

Staff's proposed amendments are simple. We are proposing to simply strike the word RESIDENTIAL from the code where it appears four times. The code will then just read "minor subdivision" and would apply to all properties that are being subdivided, regardless of the zoning district or land use designation.

Ordinances Affected. The following ordinance affects minor subdivisions:

1. Title 7; Uniform Zoning, Chapter 19, Subdivision.

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

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

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comments:

1. There is no identifiable reason as to why commercial and industrial subdivisions are exempted from the minor subdivision process.
2. Minor subdivisions are a valuable tool the City has to help developers, businesses and individuals reduce costs of development and stream line review processes into shorter review periods.

Engineering & Public Works Review. The Tooele City Engineering Division and Public Works Division have not issued any comments regarding this proposed text amendment.

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

## **STAFF RECOMMENDATION**

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

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

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's

- consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Minor Residential Subdivisions Text Amendment request by Tooele City for the purpose of amending the Tooele City Code to enable Minor Subdivisions of land to occur for properties located in commercial and industrial zoning districts, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Minor Residential Subdivisions Text Amendment request by Tooele City for the purpose of amending the Tooele City Code to enable Minor Subdivisions of land to occur for properties located in commercial and industrial zoning districts, based on the following findings:”

1. List findings ...

**EXHIBIT A**

**NON STANDARD DIVISIONS OF LAND CODE AMENDMENT**

#### **7-19-35. Minor Residential Subdivision.**

(1) A minor ~~residential~~ subdivision may combine the preliminary subdivision and final subdivision requirements for approval of the subdivision into a single application and review process. A subdivision is considered a minor ~~residential~~ subdivision and exempt from a separate preliminary subdivision review process if:

- (a) it contains no more than six ~~residential~~ lots;
- (b) it does not contain a public right-of-way dedication; and,
- (c) it does not involve off-site water or sewer utilities.

(2) Information normally required as part of the preliminary and final subdivision applications may be required by the Community Development Department as part of a minor subdivision application.

(3) Land use authority. The land use authority for a minor subdivision shall be the same as for a ~~final subdivision.~~

(4) Appeal authority. The appeal authority for appeals from land use authority decisions on minor subdivisions shall be the same as for a final subdivision.

## Exhibit B

### Planning Commission Minutes

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2025-14**

#### **AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TITLE 7 REGARDING PARKING FOR TOWN HOMES AND AFFORDABLE SINGLE-FAMILY HOUSING, AS REQUIRED BY UTAH LEGISLATURE HOUSE BILL 181.**

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, UCA Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Tooele City Code Title 7 regulates the use and development of land, including residential parking; and,

WHEREAS, House Bill 181 of the 2025 Utah legislative session prescribed the limits of parking stall sizes and other parking requirements for town homes and affordable single-family housing; and,

WHEREAS, the City Administration recommends that amendments be made to TCC Chapters 7-4 (Parking), 7-11a (Multi Family Design Standards), 7-11b (Single Family Design Standards), and 7-14 (Residential Zoning Districts, specifically Table 4), in order to comply with HB 181 (see the redline amendments attached to Exhibit A); and,

WHEREAS, in order to offset the town home development parking crisis anticipated to result from HB 181, the City Administration recommends increasing the number of visitor parking stalls from one stall per four town homes to one stall per three town homes; and,

WHEREAS, the Planning Commission convened a public hearing, as required by UCA §10-9a-205 for land use ordinances and by TCC §7-1A-6 for revisions to the City zoning ordinance, on May 14, 2025, and voted forward its recommendation regarding this ordinance to the City Council (see the Planning Commission minutes attached as Exhibit B); and,

WHEREAS, the City Council convened a public hearing, as required by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on May 21, 2025:



NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that TCC Chapters 7-4 (Parking), 7-11a (Multi Family Design Standards), 7-11b (Single Family Design Standards), and 7-14 (Residential Zoning Districts, specifically Table 4) are hereby amended as shown in Exhibit A, in order to comply with HB 181.

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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Staff Report with City Code Amendments (Redline)

## STAFF REPORT

May 8, 2025

**To:** Tooele City Planning Commission

Business Date: May 14, 2025

**From:** Planning Division

Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re:** City Parking Standards and Requirements – City Code Text Amendment Request

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment to Tooele City Code 7-4-4; Number of Parking Spaces, 7-11a-13.1; Parking – Townhouses, Condominiums, 7-11b-5; Design Standards, Mandatory Elements and Table 4 of 7-14-5; Table of Minimum Residential Dwelling Unit Size.

### BACKGROUND

This application is a request for approval of City Code Text Amendments in Tooele City Code Title 7 to bring Tooele City's automobile parking requirements for single-family residential and multi-family residential uses into compliance with recent mandates by the Utah State Legislature.

### ANALYSIS

Purpose. The legislature of the State of Utah has again flexed its legislative muscle and is again attempting to slap a "one size fits all" approach to how cities control development within the confines of their own boundaries. This time the State is tinkering with how a City controls parking, both for residents as well as guests.

Currently, Tooele City's residential parking standards are dependent upon the land use itself. Single-Family Residential parking requirements are greatly different than those of a multi-family residential apartment complex or a townhome development.

Single-Family Residential. Current Single-Family Residential Parking Requirements as required by Tooele City Code 7-4-4; Number of Parking Spaces:

1. Single-Family Dwelling – 2 parking spaces per unit.
2. Two-Family Dwelling (duplex) – 2 parking spaces per unit.

Tooele City Code 7-14-5, Table of Minimum Residential Dwelling Unit Size, requires that any dwelling structure in the R1-7, R1-8, R1-10, R1-12, R1-14, R1-30, RR-1, RR-5, RR-20 and MU-160 must have a double car garage. Single car or single carport are not permitted in any of these residential zones. This code does not specify a minimal garage size.

However, Tooele City Code 7-11b-5; Design Standards: Mandatory Elements, does require a minimum garage size. The ordinance requires the following of garages in all single-family residential zoning districts:

1. Interior wall to wall dimensions of 20 feet wide by 22 feet deep.

Multi-Family Residential. Current Multi-Family Residential parking requirements as established by Tooele City Code 7-4-4; Number of Parking Spaces:

1. Apartments – 2 parking spaces per unit, one must be covered parking.

2. Townhomes – 2 parking spaces per unit.
3. Visitor parking for both housing types – 1 space for every four dwelling units.

Tooele City Code 7-14-5, Table of Minimum Residential Dwelling Unit Size, has language for dwellings within all of the MR zoning districts but garages are not required. Dwelling size, however, is related to the type of parking provided.

Parking requirements for multi-family residential becomes a little more complicated. Tooele City Code 7-11a-13.1; Parking – Townhouses, Condominiums, has additional parking requirements for townhouses that are dependent upon the garage spaces provided and the length and width of the driveway for each unit.

1. Unit has a 1 car garage but no driveway = Does not count for required parking.
2. Unit has a 1 car garage and 1 car driveway = Counts as 1 parking space.
3. Unit has a 2 car garage with no driveway = Counts as 1 parking space.
4. Unit has a 2 car garage with one car driveway = Counts as 2 parking spaces.
5. Unit has a 2 car garage with two car driveway = Counts as 3 parking spaces (2 for unit, 1 for visitor).

State of Utah Required Changes. The State Legislature has made amendments to code section 10-9a-534; Regulation of Building Design Elements Prohibited – Regulation of Parking Spaces Prohibited – Exceptions. The following are the changes that were made:

1. Affordable Housing, as it pertains to this section, is defined as housing occupied or reserved for occupancy that is priced at 80% of the county median home price.
2. A municipality may not require that the dimensions of a single parking space for a one or two family dwelling or town home be:
  - a. More than 20 feet long if parking is unobstructed, enclosed or covered.
3. Restrict an unobstructed tandem parking space from satisfying two parking spaces as part of a minimum parking space requirement.
4. Restrict a two car garage from satisfying two parking spaces as part of a minimum parking space requirement.
5. A municipality may not require a garage for single-family housing attached or detached dwelling that is owner-occupied affordable housing meeting the 80% of County median home prices.

Proposed Amendments to the Tooele City Code. In order to be compliant with the mandates of the Utah State Legislature, Tooele City Staff are proposing the following amendments to the City Code where the code now conflicts with the State's mandated parking requirements:

1. Amending Table 7-11a-13.1, as described above, to enable all enclosed garage spaces to officially count towards the established parking requirement.
2. Amending the guest parking requirement in 7-4-4 and increasing the guest parking requirement to 1 guest parking space for every 3 units.
3. Adding an exception to 7-11b-5; Design Standards; Mandatory Elements that states: "no garage is required for buildings that are owner occupied housing priced at 80% of the Tooele County median home price."
4. Amending Table 7-1-4 – Parking Space Requirement Calculations, to increase the number of guest parking spaces required from 1 guest parking space for every 4 dwelling units to 1 guest parking space for every 3 dwelling units. Staff's justification for this requirement will follow.
5. Adding an additional note and associate footnotes to Tooele City Code 7-14-5, Table of Minimum Residential Dwelling Unit Size that states: "No garage is required for dwelling units that are owner-occupied housing priced at 80% of the Tooele County median home price."

It should be noted that the impetus behind staff's proposal to increase the amount of guest parking stalls per unit is in response to the state's mandate that all garaged spaces must count towards parking requirements. It is anticipated that many residents in town home developments will utilize their garage space as material storage, thus displacing the cars and requiring those cars to be parked elsewhere. Given the propensity for town home

owners to do this with their garages staff wants to ensure that there is additional parking available when and if personal garages used to satisfy required parking spaces become unavailable due to material storage in the garages.

Staff is confident that the proposed amendments will bring the City's automobile requirements into compliance with the new amendments.

Ordinances Affected. The following ordinance affects minor subdivisions:

1. Title 7; Uniform Zoning, Chapter 4, Off Street Parking Requirements.
2. Title 7: Uniform Zoning, Chapter 11a, Design Standards: Multi-Family Residential.
3. Title 7: Uniform Zoning, Chapter 11b, Design Standards: Single-Family Residential.
4. Title 7: Uniform Zoning, Chapter 14, Residential Zoning Districts.

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

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

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comments:

1. Planning Staff as well as the City Attorney are confident that these amendments will bring Tooele City's automobile parking requirements into compliance with recent mandates by the Utah State Legislature.
2. The mandated parking changes are not good for Tooele City. The legislature treats all cities with a "one size fits all approach" and assumes that every city has a viable public transportation system as an alternative for residents to their automobiles. That is not the case in Tooele City. Public transit here is nearly non-existent making Tooele City residents highly dependent upon the automobile thus reinforcing the importance of Tooele City's parking requirements. In response to these mandatory changes, Staff have made steps to increase the number of guest parking stalls to compensate when townhouse residents displace their vehicles from their garages in favor of material storage.

Engineering & Public Works Review. The Tooele City Engineering Division and Public Works Division have not issued any comments regarding this proposed text amendment.

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

### **STAFF RECOMMENDATION**

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

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

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the proposed amendments to Tooele City Codes 7-4-4; Number of Parking Spaces, 7-11a-13.1; Parking – Townhouses, Condominiums, 7-11b-5; Design Standards, Mandatory Elements and Table 4 of 7-14-5; Table of Minimum Residential Dwelling Unit Size, regarding the number of guest parking spaces, providing an exception to the garage requirement for affordable housing, defining affordable housing for parking purposes, reduction of garage depth requirements, and making all garage parking spaces satisfy parking requirements, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative positive recommendation to the City Council for the proposed amendments to Tooele City Codes 7-4-4; Number of Parking Spaces, 7-11a-13.1; Parking – Townhouses, Condominiums, 7-11b-5; Design Standards, Mandatory Elements and Table 4 of 7-14-5; Table of Minimum Residential Dwelling Unit Size, regarding the number of guest parking spaces, providing an exception to the garage requirement for affordable housing, defining affordable housing for parking purposes, reduction of garage depth requirements, and making all garage parking spaces satisfy parking requirements, based on the following findings:”

1. List findings ...



**EXHIBIT A**

**PROPOSED ORDINANCE AMENDMENTS**

**7-4-4. Number of Parking Spaces.**

The number of required off-street parking spaces shall be calculated according to Table 7-4-1, subject to Section 7-4-5 herein.

Land Use	Parking Requirement
Accessory Uses	As determined by the Director
Auditoriums	1 space for every 3 seats
Bar, Tavern, and Private Club	1 space for every 3 seats or 1 space per 100 square feet of floor area (excluding kitchen, storage, etc.) whichever is more
Beauty Shop	
First patron station	2 spaces
Each additional station (excluding wash stations)	1 space
Churches and Places of Worship	1 space for every 3 seats in the primary assembly area
Commercial Center	1 space per 300 square feet
Commercial Day Care / Pre-School Center	1 space for every employee, plus 4 visitor spaces <sup>1</sup>
Convalescent Care Facility	1 space for every 4 patient beds, plus 1 space per employee

Dwelling <sup>2</sup>	
Single-Family	2 spaces per dwelling unit
Two-Family	2 spaces per dwelling unit
Dwelling, Multi-Family <sup>2, 4</sup>	
Apartments	2 spaces per DU
Townhouse/Condominium	2 spaces per DU
Dwelling, Visitor Parking <sup>3</sup>	1 space for every <u>3</u> 4 DU
Educational Facility	
Public Use	As determined by the Director
Private Use	As determined by the Director

#### **7-11a-13.1. Design Standards: Parking-Townhouses, Condominiums.**

- (1) Townhouses and condominiums shall provide the number of off-street parking spaces required by Section 7-4-4 and Table 7-4-1 of this Title.
- (2) Fully-enclosed garages of minimum dimension of ~~2~~20 feet deep and 10 feet wide per garage space may count toward required off-street parking, as shown in Table 7-11a-13.1, below.
- (3) Driveways of minimum dimension of 20 feet long and 10 feet wide each may count toward required off-street parking, as shown in Table 7-11a-13.1, below.
- (4) Off-street parking spaces, including garages and driveways, associated with one unit shall not count toward the off-street parking spaces required for another unit.
- (5) Where a driveway is provided for a unit, a pedestrian walkway between the driveway and the unit primary entrance shall be provided.

Garage Space Scenario	Garage Space Counting Toward Parking
One-car garage without driveway	<del>0</del> <u>1</u> parking space
One-car garage with one-car driveway	1 parking space
Two-car garage without driveway	<del>1</del> <u>2</u> parking spaces
Two-car garage with one-car driveway	2 parking space
Two-car garage with two-car driveway	<del>3</del> <u>4</u> parking spaces (i.e. 2 for unit + <del>1</del> <u>2</u> visitor)

Table 7-11a-13.1

(Ord. 2022-31, 08-17-2022)

#### **7-11b-5. Design Standards: Mandatory Elements.**

The following design elements shall be required:

##### **(7) Garages.**

(a) Each Building shall include a garage with interior minimum interior dimensions of 20 feet wide by 22 feet deep.

(b) The depth of a garage shall be defined as being measured perpendicular from the vehicular door to the rear wall of the garage.

(c) Exception: no garage is required for buildings that are owner-occupied housing priced at 80% of the Tooele County median home price.

**Table 4: Minimum Dwelling Unit Size**

Zoning District	ONE STORY (includes Split Level and Split Entry)						TWO STORY (Total Both Levels)		
	With Single Covered Parking <sup>4</sup>		With Single Garage <sup>4</sup>		With Double + Garage <sup>4</sup>		With Single Covered Parking <sup>4</sup>	With Single Garage <sup>4</sup>	With Double + Garage <sup>4</sup>
	1 bedroom units <sup>2</sup>	2+ bedroom units	1 bedroom units <sup>2</sup>	2+ bedroom units	1 bedroom units <sup>2</sup>	2+ bedroom units			
MR-20 <sup>3</sup>	700	850	700	800	700	800	1000	1000	1000
MR-16 <sup>3</sup>	700	850 <sup>1</sup>	700	800 <sup>1</sup>	700	800 <sup>1</sup>	1250	1165	1100
MR-12 <sup>3</sup>	700	850	700	800	700	800	1300	1200	1100
MR-8 <sup>3</sup>	700	850	700	800	700	800	1350	1250	1125
R1-7	Not Permitted		Not Permitted		800		Not Permitted	Not Permitted	1125
R1-8	Not Permitted		Not Permitted		800		Not Permitted	Not Permitted	1250
R1-10	Not Permitted		Not Permitted		1300		Not Permitted	Not Permitted	1625
R1-12	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-14	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-30	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-1	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-5	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685

RR-20	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685
MU-160	Not Permitted	Not Permitted	1350	Not Permitted	Not Permitted	1685

Table 7-14 Minimum Dwelling Unit Size

(Ord. 2022-22, 07-06-2022)

<sup>1</sup> The minimum dwelling unit size for a multi-family residential project proposed as a redevelopment of a registered historical building shall be 400 square feet when approved by the Planning Commission through design review in compliance with Title 7 Chapter 11 of the Tooele City Code.

(Ord. 2020-39, 09-16-2020) (Ord. 2019-08, 03-20-2019) (Ord. 2018-13, 08-15-2018) (Ord. 2008-10, 07-02-2008) (Ord. 1999-07, 04-06-1999) (Ord. 2020-20, 05-06-2020)

<sup>2</sup> See Section 7-14-5.

(Ord. 2020-39, 09-016-2020)

<sup>3</sup> For Multi-Family Dwelling Units Directly Associated with Residential Support Programs See Section 7-11a-2.

<sup>4</sup>No garage is required for dwelling units that are owner-occupied housing priced at 80% of the Tooele County median home price.

(Ord. 2021-35, 09-15-2021)

## Exhibit B

### Planning Commission Minutes



## TOOELE CITY CORPORATION

### ORDINANCE 2025-15

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY GENERAL PLAN LAND USE MAP FOR 11.7 ACRES OF PROPERTY LOCATED NEAR 249 EAST 1000 NORTH FROM THE MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DESIGNATION TO THE LIGHT INDUSTRIAL (LI) LAND USE DESIGNATION.**

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

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, moderate income housing, water conservation, and land use. The Tooele City Council adopted the Land Use Element (“Land Use Plan”) of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0, which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City’s elected official regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations, public comments, and other relevant considerations; and,

WHEREAS, the Land Use Plan and the policies contained therein may be amended from time to time by the Tooele City legislative body to reflect the changing policies and values of the elected officials and the public; and,

WHEREAS, Utah Code § 10-9a-403 and § 10-9a-404 provide for the municipal legislature to consider General Plan amendment recommendations given by the Planning Commission, and to approve, revise, or reject proposed General Plan amendments; and,

WHEREAS, the City has received an application to amend the Land Use Plan, as shown in the attached **Exhibit A**; and,

WHEREAS, the City Administration has recommended amendments to the Land Use Plan for properties located near 249 East and 1000 North from the Medium Density Residential (MDR) uses to Light Industrial (LI) uses (see City Administration recommendation attached as **Exhibit B**); and,

WHEREAS, on May 14, 2025, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit C**); and,

WHEREAS, on May 21, 2025, the City Council convened a duly-advertized public hearing:

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

1. this Ordinance and the Land Use Plan amendments proposed therein are in the best interest of the City in that they will further economic development, are consistent with the desires of the affected property owners, and are consistent with the General Plan; and,
2. the Land Use Plan and Map are hereby amended for the property located near 249 East and 1000 North as illustrated in **Exhibit B**, attached.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sharon Dawson, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Baker, Tooele City Attorney

## Exhibit A

### Application to Amend the Land Use Plan

# Land Use Map Amendment Application

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



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

Project Information					
Date of Submission: 4/15/2025		Current Land Use Designation: vacant		Proposed Land Use Designation: Light Industrial	
Parcel #(s): 02-125-0-0033 02-125-0-0040				Acres: 11.7	
Project Name: Fire Station Business Park					
Project Address: 249 East 1000 North, Tooele, UT 84074					
Brief Project Summary:  We would like to build a business park within the light industrial zone. Inside of our park we see a great opportunity for local businesses that serve the area. We intend to have a mix of flex space, office warehouse, some office and potentially some retail along 1000 North. The building sizes would range between 10,000 and 40,000 feet and likely could be demised to users as small as 2,500 feet.					
Property Owner(s): Project A-1 LLC (0033) and Vantage IRA (0040)			Applicant(s): Grow Development, LLC		
Address: 10808 S RIVERFRONT PKWY, STE #3059			Address: 1265 E Fort Union Blvd Suite 301		
City: South Jordan	State: UT	Zip: 84095	City: Midvale	State: UT	Zip: 84047
Phone: 801.979.1353			Phone: 801.326.8886		
Contact Person: Boyd Brown			Address: 1265 E Fort Union Blvd Suite 301		
Phone: 801.598.5838			City: Midvale	State: UT	Zip: 84047
Cellular:	Fax:		Email: boyd@kw.com		

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

## Note to Applicant:

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

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

**AFFIDAVIT**

**PROPERTY OWNER**

STATE OF UTAH                                 }  
  }ss  
COUNTY OF TOOELE                         }

I/we, Project A-1 LLC / Julia Laboriel, 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.

[Signature]  
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 7 day of April, 2025



[Signature]  
(Notary)  
Residing in Salt Lake County, Utah  
My commission expires: 10/11/28

**AGENT AUTHORIZATION**

I/we, Project A-1 LLC / Julia Laboriel, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), Grow Development, LLC/Boyd Brown, 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.

[Signature]  
(Property Owner)

(Property Owner)

Dated this 7 day of April, 2025, personally appeared before me Julia Laboriel, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.



[Signature]  
(Notary)  
Residing in Salt Lake County, Utah  
My commission expires: 10/1/2028

# Land Use Map Amendment Application Checklist

*Incomplete applications will not be accepted or held.*

*All required items shall be submitted.*

## Submission Requirements



Application Fee

Completed Application Form

List of names and complete mailing addresses (street number, street name, city, zip code,) obtained from the **Tooele County Recorder's Office**, for all property owners of each parcel or lot located within **200 feet** of the outside boundary of the subject property(s)



A complete and accurate legal description of the entire area proposed to be redesigned on the map

Electronic PDF copies of any site plans, building elevations, concept plans, master plans, and other documents related to the zoning map amendment request.



On a separate sheet of paper, respond to the following (answer applicable set):

### Zoning Map

1. What is the present zoning of the property?
2. Explain how the proposed zoning is consistent with the current land use designation.
3. Explain how the proposed zoning is similar or compatible to the current zoning in the surrounding area.
4. Explain how the proposed zoning is suitable for the existing uses of the subject property(s).
5. Explain how the proposed zoning promotes the goals and objectives of Tooele City.

### ★ General Plan Map

1. What is the present land use designation of the subject property(s)?
2. Explain how the proposed land use designation is similar or compatible with the other land use designations in the surrounding area.
3. What do you anticipate the land being used for?
4. Explain how the proposed land use designation would affect property, surrounding properties, and Tooele City.
5. Explain how the proposed land use designation promotes the goals and objectives of Tooele City.

### Master Plan Map

1. What master plan map are you proposing to amend?
2. What is the present map designation of the subject property(s)?
3. Explain how the proposed designation is similar or compatible with the other designations in the surrounding area?
4. What do you anticipate the land being used for?
5. Explain how the proposed map designation would affect the property, surrounding properties, and Tooele City?
6. Explain how the proposed map designation promotes the goals and objectives of Tooele City.

## Exhibit B

### City Administration Recommendation



## STAFF REPORT

May 19, 2023

**To:** Tooele City Planning Commission  
Business Date: May 14, 2023

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re: Fire Station Business Park LUMA – Land Use Map Amendment Request**

Application No.: 2025042  
Applicant: Boyd Brown Representing Grow Development LLC  
Project Location: 249 East 1000 North  
Zoning: RR-5 Residential and LI Light Industrial Zone  
Acreage: 11.7 Acres  
Request: Request for approval of a Land Use Map Amendment to re-assign approximately 11.7 acres of land from the Medium Density Residential (MDR) Land Use Designation to the Light Industrial (LI) Land Use Designation.

### **BACKGROUND**

This application is a request for approval of a Land Use Map Amendment for approximately 11.7 acres located at 249 East 1000 North. The property is currently designated as Medium Density Residential (MDR). The applicant is requesting that the land use designation be re-assigned from MDR designation to the Light Industrial (LI) designation in order to facilitate a Zoning Map amendment to a zoning district that will ultimately permit the construction of a light industrial business park.

### **ANALYSIS**

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the RR-5 Residential zoning district permitting 1 dwelling unit per each 5 acre lot. The RR-5 Residential zoning designation is NOT identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties to the north and east are currently zoned RR-5 Residential. Properties to the south are zoned MR-8 and properties to the west are zoned LI Light Industrial. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

Tooele City ordinance 7-1A-5 requires that amendments to the zoning map shall be “consistent with the adopted Tooele City General Plan.” There are many elements to the General Plan that need to be considered but when it comes to Zoning Map amendments the element is the Land Use Map of the General Plan. Thus, before any zoning changes can be considered the proposed zoning change must first comply with the Land Use Map.

The subject property is an inverted “L” shaped property and extends north from 1000 North and turns east and extends east past the “Our House” assisted living facility. The new Tooele City Fire Station #3 rests immediately to the west of the subject property as does the Air Med helicopter ambulance facility. Properties to

the north of the subject property are vacant, undeveloped ground as are the properties to the east and some of the south.

This is the second time in the past year that a land use map amendment has been requested for this property. The first request was to re-assign the land use to High Density Residential to make way for a residential town house development. That application was denied by the City Council due to a lack of water. This request seeks to have the property re-assigned to Light Industrial to make way for development of the property as a light industrial business park specializing in spaces that can be used for office / warehousing for smaller businesses. This type of use is commonly referred to as “flex space” and is very popular for smaller businesses needing a location to start up their enterprise.

The current land use designation of MDR requires one of three residential zones. The R1-7, R1-8 and R1-10 residential zoning districts. Uses permitted in these zones are commonly single-family residential homes, two family residential homes such as duplexes, churches, schools and some public utility uses. Commercial activities in these zones are permissible only as Home Occupations and may only operate as an ancillary use to the main residential use in the structure.

The proposed land use designation of LI is the complete opposite of the MDR designation. The LI land use designation requires the LI Light Industrial or the IS Industrial Service Zones. These zoning districts cater to smaller scale industrial activities and heavier scale commercial activities that do not generate significant impacts to neighboring property owners in terms of noise, vibrations, odors, dust, glare and so forth.

Currently, there are no residential uses in close proximity to the subject property. The Our House assisted living facility is residential in nature, however, the zoning of this property is GC General Commercial.

Site Plan Layout. The applicant has provided some site plans and those plans are provided for the Council’s reference. Please keep in mind that this site plan has not been reviewed for compliance with the City’s development standards and ordinances and should not be viewed as the final product, if this Land Use Map Amendment is approved. These plans will still need to undergo full site plan design review.

Subdivision Layout. This is an existing parcel of record.

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

- (1) In considering a proposed amendment to the Tooele City General Plan, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area;
  - (b) Consistency with the General Plan Land Use Map and the goals and policies of the General Plan and its separate elements;
  - (c) Consistency and compatibility with the existing uses of adjacent and nearby properties;
  - (d) Consistency and compatibility with the possible future uses of adjoining and nearby properties as identified by the General Plan;
  - (e) The suitability of the properties for the uses requested viz. a viz. the suitability of the properties for the uses identified by the General Plan; and
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

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

*Engineering and Public Works Divisions Review.* The Tooele City Engineering and Public Works Divisions have completed their reviews of the Land Use Map Amendment submission and have not issued any comments concerning this application.

*Tooele City Fire Department Review.* The Tooele City Fire Department has completed their review of the Land Use Map Amendment submission and has not issued any comments concerning this request.

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

## **STAFF RECOMMENDATION**

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

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

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

## **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Fire Station Business Park Land Use Map Amendment request by Boyd Brown, representing Grow Development, LLC to re-assign the land use for 11.7 acres from Medium Density Residential to Light Industrial, application number 2025042, based on the findings listed in the Staff Report dated May 9, 2025:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Fire Station Business Park Land Use Map Amendment request by Boyd Brown, representing Grow Development, LLC to re-assign the land use for 11.7 acres from Medium Density Residential to Light Industrial, application number 2025042, based on the findings listed in the Staff Report dated May 9, 2025

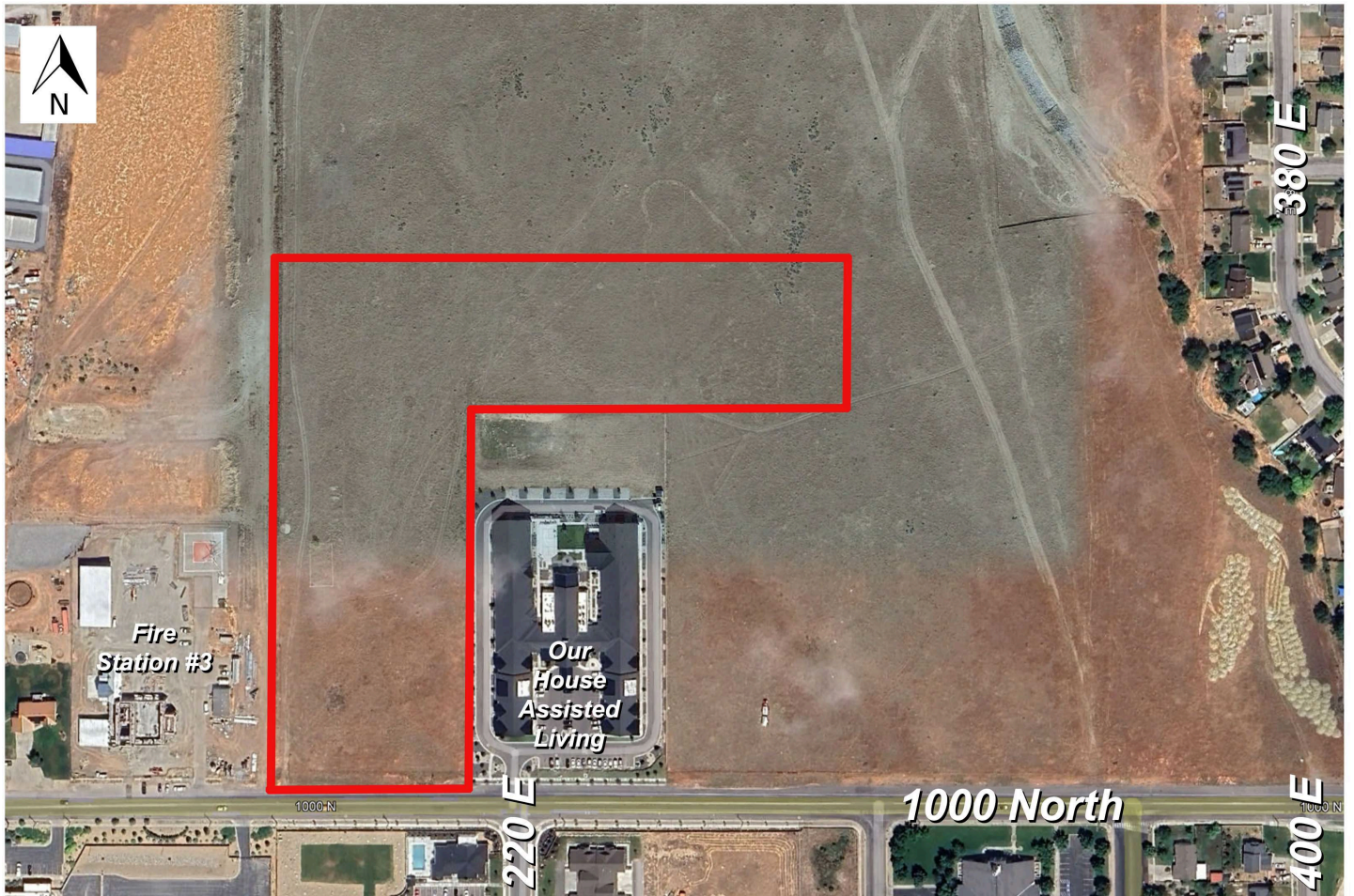
1. List findings...



**EXHIBIT A**

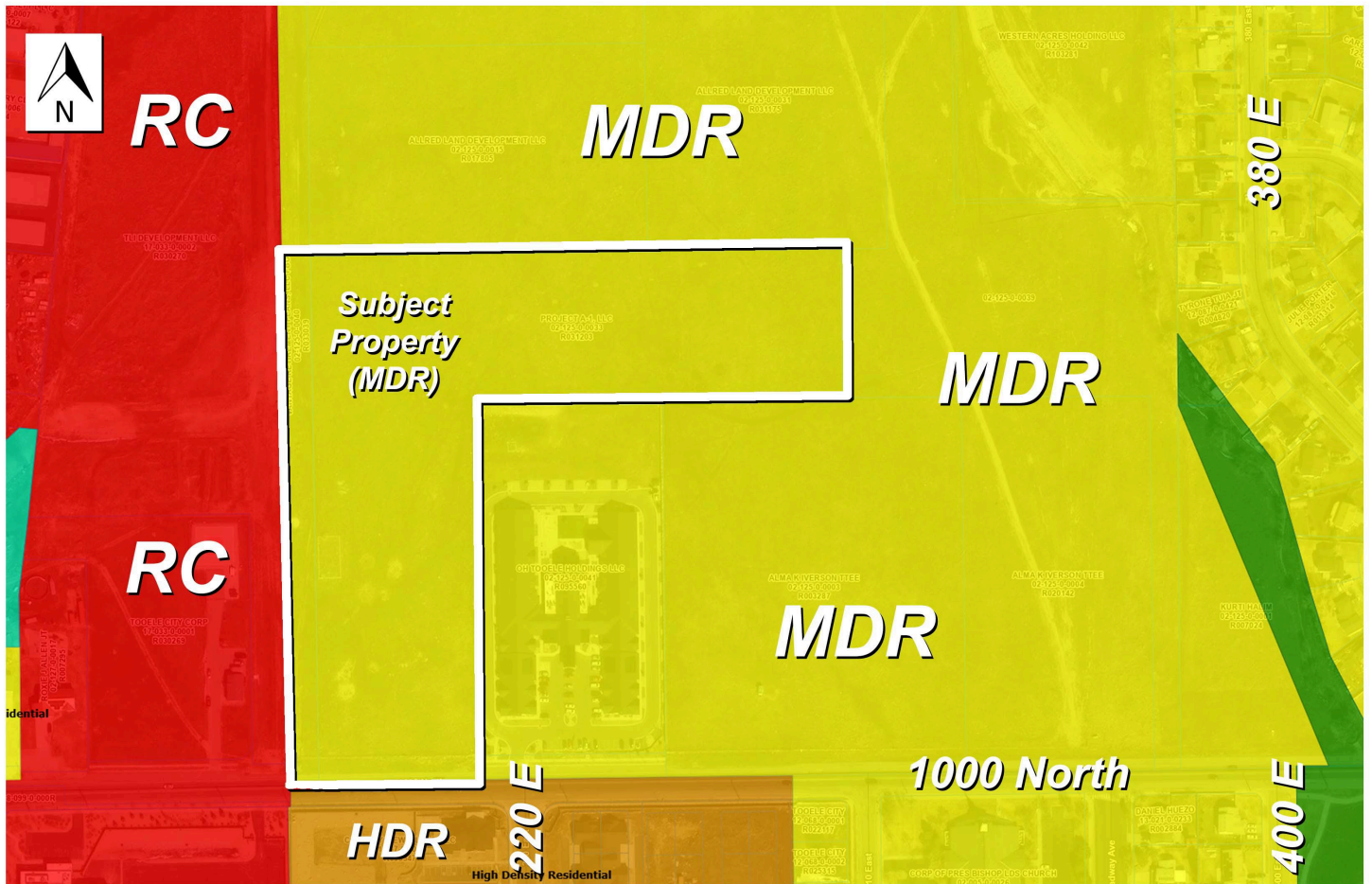
**MAPPING PERTINENT TO THE FIRE STATION BUSINESS PARK LAND USE MAP  
AMENDMENT**

***Fire Station Business Park Land Use Map Amendment***



***Aerial View***

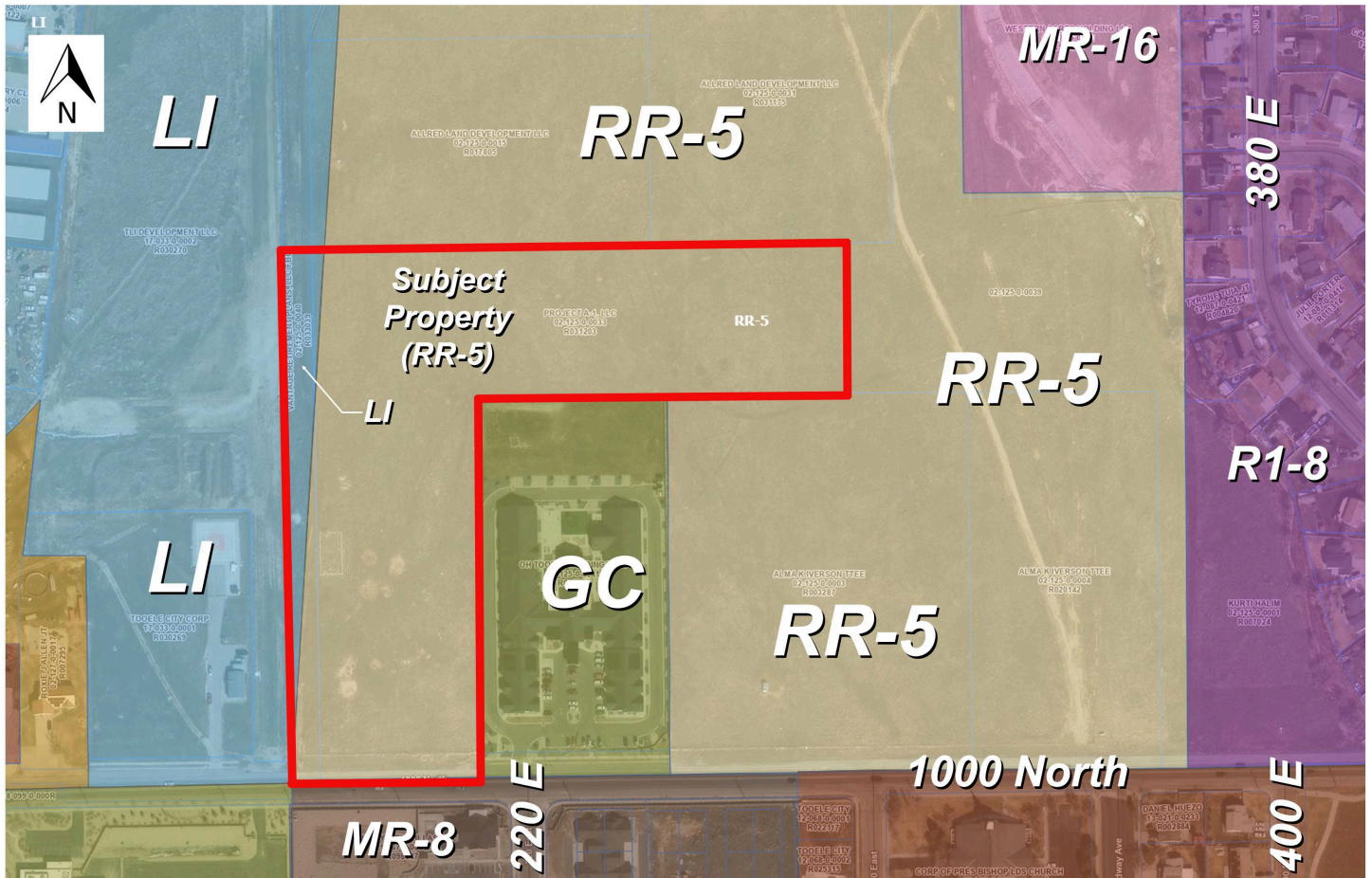
# Fire Station Business Park Land Use Map Amendment



**Current Land Use**

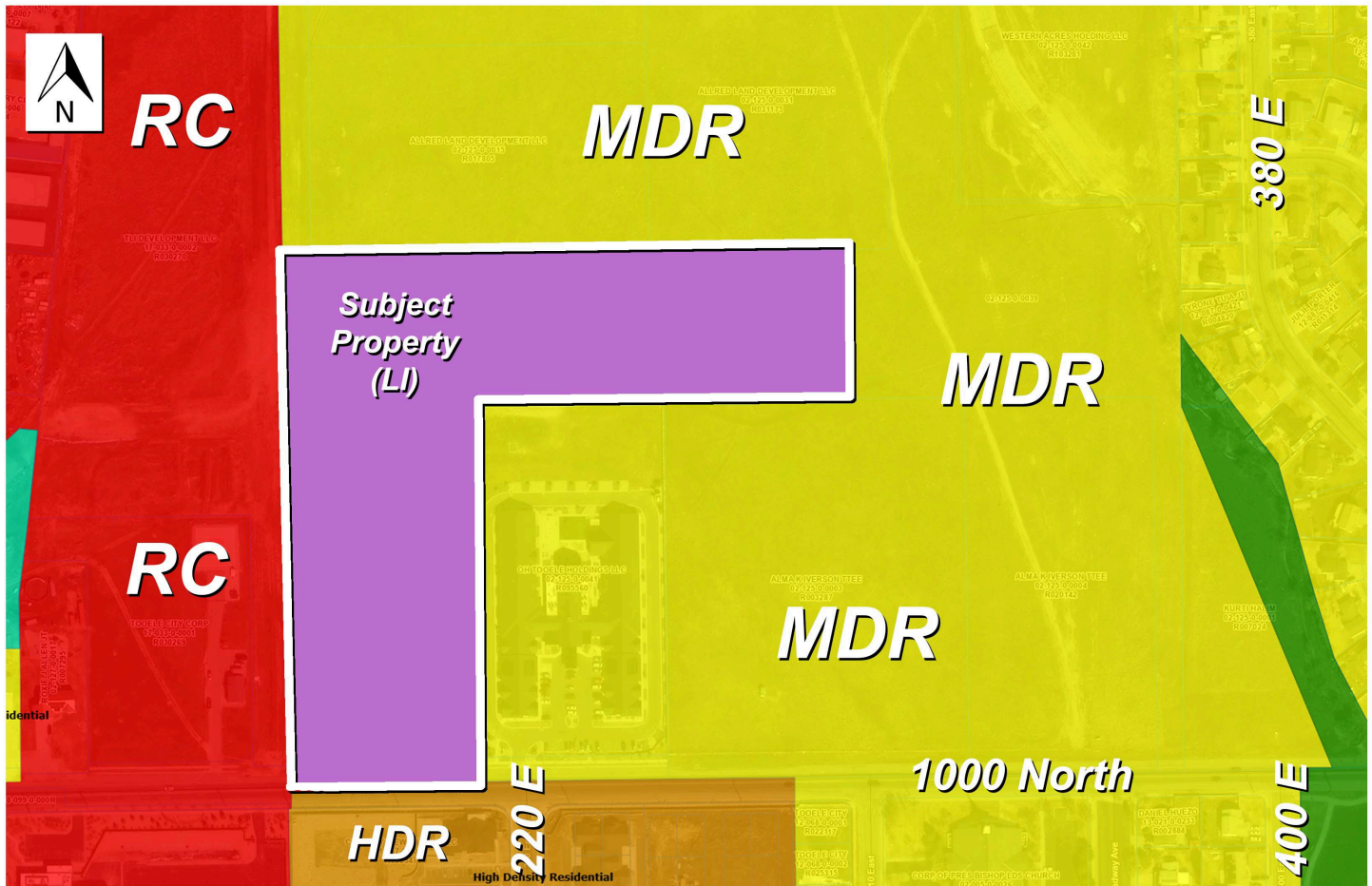


# Fire Station Business Park Land Use Map Amendment



**Current Zoning**

# ***Fire Station Business Park Land Use Map Amendment***



***Proposed Land Use***



**EXHIBIT B**

**APPLICANT SUBMITTED INFORMATION**

## Exhibit C

### Planning Commission Minutes

# 1000 North Light Industrial

Light Industrial Project Proposed by Boyd Brown

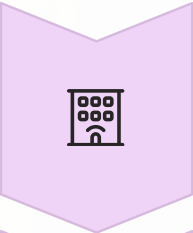






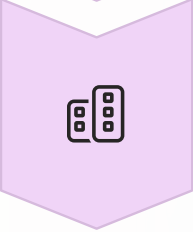


# Concept Plan



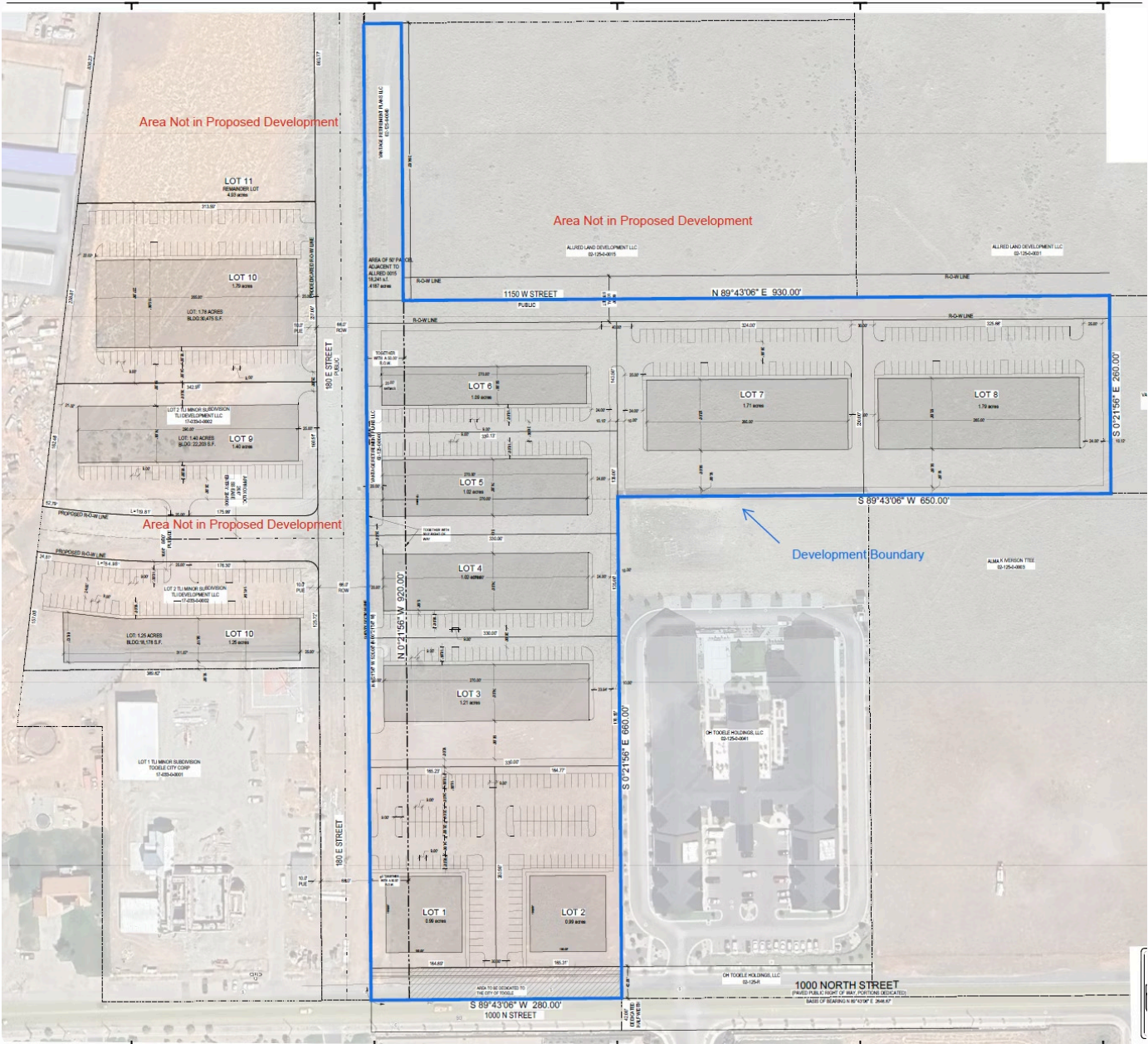
## Southern Entrance Area

5 Larger 0.75± Acre Lots for Bigger User opportunities



## Northern Area Behind Assisted Living

Programed for In-line Light Industrial Flex Use





# Example Light Industrial 1





# Example Light Industrial 1 - Rear





# Example Light Industrial 2





# Example Light Industrial 3





# Example Light Industrial 3

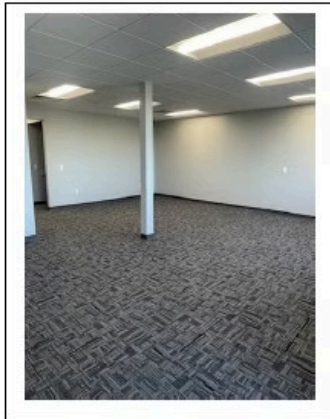




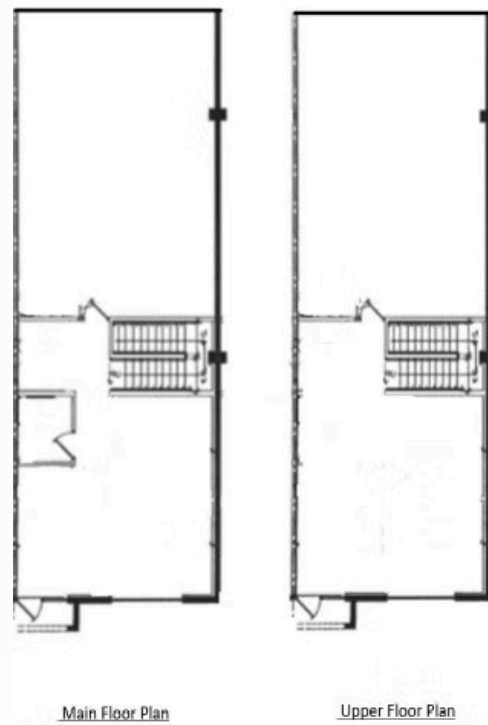
# Example Light Industrial - Interior Space



# Diversity of Users



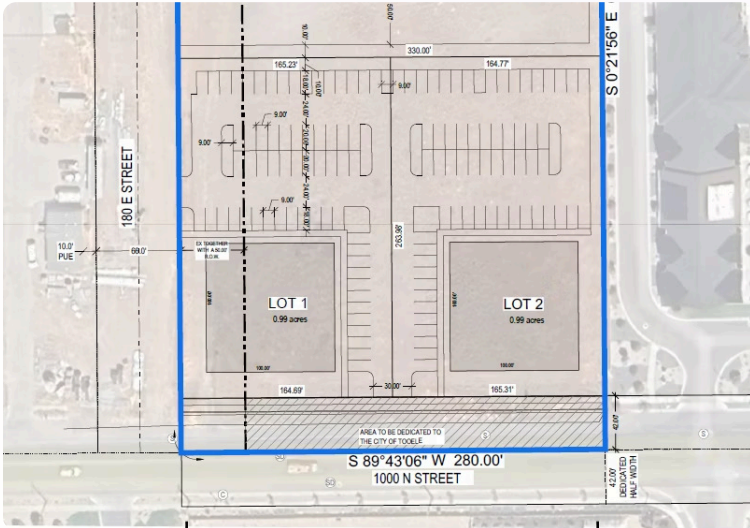
## Bangerter Parkside Condos



14000 S	Door Worx	Peppermint Cabinets	77'
	Cage Baseball	Thrive Aerial	
	Encore Dance Academy	Gauze Fabric	
	Virtual Golf Club	Gauze Fabric	
	Virtual Golf Club	Deorum Boxing	
	Tile Liquidators	Deorum Boxing	
	Powerhouse Tanks	Custom Events	
	Antelope E Bikes	The Appliance Depot	
	Olympus Gymnastics	#12/2788 W 2760 SF @ \$4657 MG	
	Olympus Gymnastics	Sun Coast Enclosures	



# Office / Retail Opportunity





**Tooele City Corporation**

**Resolution 2025-43**

**Resolution of Tooele City Corporation Supporting America250 Utah and Recognizing and Approving of the Tooele City Utah250 Community Committee.**

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and,

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and,

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and,

WHEREAS, this partnership will be formed by creating a local committee called the **Tooele City Utah250 Community Committee**; and,

WHEREAS, the **Tooele City Utah250 Community Committee** will focus on important events, people, and places within **Tooele City** to commemorate and celebrate **Tooele City's** role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities:

NOW, THEREFORE BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that Tooele City:

1. Hereby recognizes the **Tooele City Utah250 Community Committee** as its official committee; and,
2. Will partner with America250 Utah; and,
3. Will support signature programs of the America250 Utah Commission; and,
4. Will support the **Tooele City Utah250 Community Committee** in its local efforts to educate, engage, and unify Utahns and our visitors in **Tooele City**.

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

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



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-45**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S APPOINTMENT OF JILL MCINTYRE TO THE TOOELE CITY HISTORIC MAIN STREET COMMISSION AS A COMMISSION MEMBER.**

WHEREAS, Mayor Debra E. Winn has appointed Jill McIntyre to the position of member of the Tooele City Historic Main Street Commission; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Tooele City Historic Main Street Commission by resolution so as to maintain an accurate record of all Tooele City Historic Main Street Commission appointments and terms; and,

WHEREAS, terms of the various members of the Tooele City Historic Main Street Commission are shown in the table attached as Exhibit A:

NOW, THEREFORE, BE IT ACKNOWLEDGED BY THE TOOELE CITY COUNCIL that Mayor Debra E. Winn has appointed Jill McIntyre as a member of the Commission for the term indicated in the table in Exhibit A, below.

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

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



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## EXHIBIT A

Tooele City Historic Main St. Commission Member	Term Begin Date	Term End Date	Date of First Appointment	Position
Allison Dunn (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Wayne Anderton (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Jon Gossett (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Heather Hooper (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Jill McIntyre (Mayor)	6/3/2025	6/3/2028	5/21/2025	Committee Member
Ed Hansen	N/A	N/A	9/18/2024	City Council Representative
John Perez	N/A	N/A	9/18/2024	Staff Representative

# TOOELE CITY CORPORATION

## ORDINANCE 2025-16

### **AN ORDINANCE OF TOOELE CITY UPDATING THE CITY CODE BY AMENDING TOOELE CITY CODE TITLE 6 (ANIMAL CONTROL) CHAPTER 2 AND TOOELE CITY CODE TITLE 6 CHAPTER 4 PART 1.**

WHEREAS, Tooele City Code Title 6 regulates animals in Tooele City, and,

WHEREAS, the City Administration recommends amending Title 6 Chapter 2 and Title 6 Chapter 4 Part 1 as described in the recitals below and as shown in Exhibit A; and,

- Chapter 6-2 (Definitions): modernize, correct, and supplement the chapter's definitions.
- Chapter 6-4-1 (Unlawful to Harbor Stray Animals): amending the duties of the finder of the stray animal and amending the animal shelter reporting requirement.

WHEREAS, the proposed amendments shown in Exhibit A have been formulated by the City Attorney in cooperation with the Tooele City Police Department, which oversees the Animal Control Division; and,

WHEREAS, the proposed amendments serve to modernize, correct, supplement, and clarify Title 6, making Title 6 serve the best interests of Tooele City and the public:

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

1. Tooele City Code Title 6 Chapter 2 is hereby amended as shown in Exhibit A; and,
2. Tooele City Code Title 6 Chapter 4 Part 1 is hereby 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 \_\_\_\_\_, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Text Amendments (Redline)

### **6-2-1. Definitions.**

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Title, shall have the meanings hereinafter designated:

"Animal" means any live, non-human vertebrate creature, whether wild or domesticated. In the context of provisions regarding dogs and cats, "animal" refers specifically to dogs and cats.

"Animal boarding establishment" means any establishment that takes in animals for boarding for profit.

"Animal grooming parlor" means any establishment maintained for the purpose of offering cosmetological services to animals for profit.

"Animal shelter" and "shelter" means a public or private facility owned or operated by a governmental entity, by an established animal welfare society, or by a veterinarian and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs and cats.

"Animal at large" means any farm animal or domesticated dog ~~or cat~~, whether or not licensed, not under restraint.

"Animal under restraint" means any dog ~~or cat~~ under the control of a person, except that a dog shall not be considered under restraint unless on a leash or lead, within a secure enclosure, or otherwise securely confined.

"Attack" or "attacking" means any menacing action by an animal which places a person or another animal in danger of imminent physical pain or impairment of physical condition. Actual physical contact shall not be required to constitute an attack. Attacking shall include biting, attempting to bite, chasing, tackling, nipping, or otherwise threatening.

"Bite" or "biting" means an animal's use of teeth upon a person or animal whether or not an injury actually results.

"Cat" means any feline of the domesticated types over four months of age. Any feline under four months of age is a kitten.

"Cattery" means a location where a person engages in boarding, breeding, buying, grooming, sheltering, or selling cats.

"Community cat" See Utah Code 11-46-302, as amended.

"Community cat caretaker" See Utah Code 11-46- 302, as amended.

"Community cat colony" See Utah Code 11-46-302, as amended.

"Community cat program" See Utah Code 11-46- 302, as amended.

"Commander" means the supervisor of the Division of Animal Control.

"Department" means the Tooele City Police Department.

"Division" means the Division of Animal Control, a division of the Tooele City Police Department.

"Dog" means any canis familiaris over four months of age. Any canis familiaris under four months of age is a puppy.

"Domesticated animal" means an animal accustomed to living in or about the habitation of humans and other animals, including cats, dogs, ferrets, and farm animals.

"Ear-tipping" See Utah Code 11-46-302, as amended.

"Farm animal" See TCC 7-1-5.

"Feral" See Utah Code 11-46-302, as amended.

"Guard dog" means a working dog which is kept under strict control such that it cannot come into direct contact with the public, including in a fenced run or other secure enclosure, or on a leash or lead, and located on a business premises as part of the business premises security.

"Harbor" means keeping, feeding, maintaining, sheltering, exercising ownership of, or caring for an animal.

"Holding facility" means any pet shop, kennel, cattery, groomery, riding school, stable, animal shelter, veterinary hospital, humane establishment, shelter, or any other such facility used for keeping animals.

"Impoundment" means the taking of an animal into the custody of the Shelter, Division or Department.

"Kennel" means a location where a person engages in boarding, breeding, buying, letting for hire, training for a fee or selling dogs.

"Leash or lead" means any chain, rope, or other similar device used to restrain an animal.

"Officer" means an Animal Control Division officer and a Department peace officer.

"Person" means an individual and any legal entity, including a corporation, firm, partnership, or trust.

"Pet" means a domesticated animal kept for pleasure rather than utility, including, but not limited to birds, cats, dogs, fish, hamsters, mice, and other animals associated with the human environment. Pet does not include wild animals, exotic animals, farm animals, or livestock unless expressly included under other provisions of this Code.

"Pet shop" means any establishment containing cages or exhibition pens, not part of a kennel or cattery, wherein dogs, cats, birds, or other pets are kept or displayed for sale.

"Provoked," "provoking," or "provocation" means any act by a person towards a dog or any other animal done recklessly, knowingly, or intentionally, to tease, torment, abuse, assault, or otherwise cause a reaction by the dog or other animal, provided however, that any act by a person done with the intention to discourage or prevent a dog or other animal from attacking or biting shall not be considered to be a provocation.

"Quarantine" means the isolation of an animal in a secure enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

"Riding school" and "stable" mean an establishment which provides boarding or riding instruction for any horse, pony, donkey, mule, or burro, or which offers such animals for hire.

"Service animal" means an animal defined as a service animal by the U.S. Department of Justice, and includes a dog that is individually trained and certified to do work or perform tasks for a person with a disability.

"Sponsor of a community cat colony" See Utah Code 11-46-302, as amended.

"Stray" means any animal at large.

"Supervisor" means an animal shelter manager or officer manager, under the supervision of the commander.

"Wild animal," and "exotic animal" mean any animal which is not commonly domesticated, or which is of a predatory nature that would constitute an unreasonable danger to human life, health, or property if not kept or confined in a safe and secure manner, including those animals which, as a result of their natural condition, cannot be vaccinated effectively for rabies. Those animals, however domesticated, shall include the following

(a) Alligators and crocodiles.

(b) Bears (ursidae).



(c) Cat family (felidae). All except the commonly accepted domesticated cats, and including cheetah, cougars, leopards, lions, lynx, panthers, mountain lions, tigers, and wildcats.

(d) Dog family (canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, and part coyote.

(e) Porcupine (erethizontidae).

(f) Primate (hominidae). All subhuman primates, including apes, gorillas, monkeys, and lemurs.

(g) Raccoon (procyonidae). All raccoons including eastern raccoon, desert raccoon and ring-tailed cat.

(h) Skunks, except skunks that are de-scented and neutered or spayed.

(i) Venomous fish and piranha.

(j) Venomous snakes and lizards.

(k) Weasels (mustelidae). All weasels, including martens, wolverines, badgers, otters, ermine, mink, or mongoose, ~~and ferrets, but excepting domesticated ferrets.~~

#### **6-4-1. Unlawful to harbor stray animals.**

It is unlawful for any person to harbor any lost or strayed animal without attempting to find the owner. It shall be the duty of the finder to notify the Shelter within 24 hours if an owner is not found. , except for eCommunity cats are exempt. Whenever any dog or cat shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the Shelter within 24 hours, and tThe Shelter shall may impound the animal as herein provided.

# TOOELE CITY CORPORATION

## RESOLUTION 2025-42

### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH, FOR A FORD-550 WITH CAMERA EQUIPMENT AND AUTHORIZING ITS EXECUTION AND DELIVERY.**

WHEREAS, the Tooele City Council has determined that the leasing of the property described in the Lease/Purchase Agreement presented at this meeting is for a valid public purpose and is essential to the operations of the City; and,

WHEREAS, the City Council has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the City; and,

WHEREAS, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the City Council has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement:

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

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the City for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the City are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the City. The officers and officials of the City may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the City Council and the City are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## LEASE/PURCHASE AGREEMENT AND DOCUMENTS

## UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: City of Tooele  
Address: 90 North Main Street  
City, State Zip: Tooele, Utah 84074  
Attention: Jamie Grandpre  
Public Finance Office: Public Works Director  
County: Tooele  
Amount: 310,000.00  
Rate: 4.55  
Maturity Date: June 4, 2030  
First Pmt Date: June 4, 2026  
Payment Dates: June 4  
Auto Extend: 5  
Governing Body: City Council  
Resolution Date: May, 2025  
Dated Date: June, 2025  
Day: 4th  
State: Utah

**\$310,000.00**  
**City of Tooele**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the City of Tooele
  2. Exhibit A. Calculation of Interest Component
  3. Exhibit B. Description of Leased Property
  4. Exhibit C. Resolution of Governing Body
  5. Exhibit D. Opinion of Lessee's Counsel
  6. Exhibit E. Security Documents
  7. Exhibit F. Delivery and Acceptance Certificate
  8. Exhibit G. Escrow Agreement
  9. Form 8038-G
  10. Wire Transfer Request

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LEASE/PURCHASE AGREEMENT

Dated as of June 4, 2025

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**CITY OF TOOELE,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of June 4, 2025, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank”), and City of Tooele (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

### W I T N E S S E T H :

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Acquisition Amount” means \$310,000.00 and is the amount represented by Lessee to be sufficient to acquire the Leased Property and pay any ancillary costs associated therewith.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated June 4, 2025, executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit G.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E, F, and G attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies, and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the

Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not

expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E, F, and G hereto.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E, F, and G attached hereto, and continue until the end of the fiscal year of Lessee in effect at the



Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on June 4, 2030, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

**SECTION 3.4 Lease Payments.**

(a) **Time and Amount.** During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the “Lease Payment Date”).

(b) **Rate on Overdue Payments.** In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) **Additional Payments.** Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

**SECTION 3.5 Possession of Leased Property Upon Termination.** Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased

Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement

upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

**SECTION 4.2 Damage to or Destruction of the Leased Property.** If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

### SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

### SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might

arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

**SECTION 5.5 Permits.** The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

**SECTION 5.6 Bank's Right to Perform for Lessee.** If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

**SECTION 5.7 Bank's Disclaimer of Warranties.** The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

**SECTION 5.8 Indemnification.** To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

**SECTION 5.9 Inclusion for Consideration as Budget Item.** During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

**SECTION 5.10 Annual Financial Information.** During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any or all of the Leased Property or the Escrow Account hereunder.
- (d) terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease

Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

**SECTION 9.1 Notices.** Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

City of Tooele  
90 North Main Street  
Tooele, Utah 84074  
Attention: Jamie Grandpre

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

**SECTION 9.2 System of Registration.** The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

**SECTION 9.3 Instruments of Further Assurance.** To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its



sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages, or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A.,** as Lessor

By \_\_\_\_\_  
Authorized Officer

**CITY OF TOOELE,** as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

## EXHIBIT A

### FIXED RATE

#### LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty-five hundredths' percent (4.55%) per annum calculated based on twelve 30-day months during a 360-day year.

#### **2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/04/2025	-	-	-	-	-
06/04/2026	56,608.83	4.550%	14,105.00	70,713.83	70,713.83
06/04/2027	59,184.53	4.550%	11,529.30	70,713.83	70,713.83
06/04/2028	61,877.42	4.550%	8,836.40	70,713.82	70,713.82
06/04/2029	64,692.85	4.550%	6,020.98	70,713.83	70,713.83
06/04/2030	67,636.37	4.550%	3,077.45	70,713.82	70,713.82
Total	\$310,000.00	-	\$43,569.13	\$353,569.13	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

One (1) Ford-550 with camera equipment

VIN \_\_\_\_\_

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of City of Tooele (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of City of Tooele as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of May, 2025.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

) ss.

COUNTY OF TOOELE

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of City of Tooele (the “Lessee”).  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on May 21, 2025, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on May \_\_, 2025.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_ day of May, 2025.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT D  
Opinion of Lessee's Counsel

To:    ZIONS BANCORPORATION, N.A.  
         One South Main Street, 17<sup>th</sup> Floor  
         Salt Lake City, Utah 84133

As counsel for City of Tooele ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 4th day of June, 2025, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee



EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated June 4, 2025, (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B ” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**CITY OF TOOELE**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

EXHIBIT G

ESCROW AGREEMENT

[Attach Escrow Agreement]

## TOOELE CITY CORPORATION

### RESOLUTION 2025-46

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER NO. 3 WITH BROKEN ARROW FOR THE INSTALLATION OF WATER CONNECTIONS AT ENGLAND ACRES PARK.**

WHEREAS, Tooele City owns and operates the England Acres Park, a 25-acre regional park, and the City is completing the third and final phase of the park; and,

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

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

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

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

WHEREAS, the City desires to install two additional water connections at England Acres Park because crossing the Middle Canyon drainage from existing Phase II Project water connections will be cost prohibitive and will involve the cost and time of seeking Army Corp of Engineers approval; and,

WHEREAS, Broken Arrow was the lowest responsible responsive bidder for the Phase II Project; despite inflation, Broken Arrow has offered to use the Phase II Project unit pricing, as it did for the Phase III Project, for the new water connections; approving the Broken Arrow change order will maintain the project consistency and standard received with the Phase II Project and the Phase III Project; and,

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

the ability of a bidder to perform fully and in good faith the contract requirements for a design-build project”; and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 et seq., is not required for the water connection project because the project cost does not reach the statutory cost threshold of about \$240,000; and,

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

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

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

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

WHEREAS, using Broken Arrow for the additional culinary water connections will “maximize efficiency in completion of and cost savings to the City for the Project”; and,

WHEREAS, the new water connections are directly related to the England Acres Park project; and,

WHEREAS, the water connections are nearly identical to the Phase II Project water connections; and,

WHEREAS, Broken Arrow has submitted a change order cost proposal of \$101,285.36 for the Phase III Project (see Exhibit A)

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 3 with Broken Arrow Construction, a change order to the Phase III Project agreement, in the amount of \$101,285.36, for installation of two additional culinary water connections.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## EXHIBIT A

Broken Arrow Change Order #3 Cost Proposal



# BROKEN ARROW ESTIMATE

Tooele City - England Acres Park 4

" Meter Vault & RPZs

05/06/2025



8960 Clinton Landing Road  
Lake Point, UT, 84074

**Tooele City Corporation**  
**Darwin Cook**  
**90 N. Main St.**  
**Tooele, UT, 84074**  
**(435) 843-2109**  
**darwinc@tooelecity.gov**

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

## SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon Tooele City standards.

EXCLUSIONS:  
CQC Testing & Inspection  
Surveying  
Permits and/or Bonds  
Dewatering  
Construction Water

## SUMMARY OF BID ITEMS

Description	Total Estimate	Job
050 MOBILIZATION / PROJECT SUPPORT	\$5,606.45	5.08%
100 SITE WORK	\$387.03	0.35%
200 WATER MAIN INSTALLATION	\$102,083.88	92.56%
500 SITE CONCRETE	\$1,725.00	1.56%
650 ASPHALT PAVING	\$483.00	0.44%
<b>Total Estimate</b>	<b>\$110,285.36</b>	<b>100.00%</b>

## Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
<b>050 MOBILIZATION / PROJECT SUPPORT</b>				
Mobilization	1.00	LS	4,963.09	4,963.09
Traffic Control	1.00	LS	643.36	643.36

# BROKEN ARROW ESTIMATE

Tooele City - England Acres Park 4

" Meter Vault & RPZs

05/06/2025



8960 Clinton Landing Road  
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
<b>100 SITE WORK</b>				
Saw Cut Existing Asphalt	32.00	LF	2.88	92.00
Remove & Dispose of Existing Asphalt	60.00	SF	4.92	295.03
<b>200 WATER MAIN INSTALLATION</b>				
4-Inch C900 DR18 PVC Culinary Main Line	35.00	LF	44.09	1,543.24
4-Inch Meter Vault Assembly	1.00	EA	43,837.27	43,837.27
4-Inch Hot Tap	1.00	EA	5,712.12	5,712.12
4" RPZ Assembly Complete w/Enclosure	2.00	EA	25,495.62	50,991.24
<b>500 SITE CONCRETE</b>				
Concrete Pad f/RPZ	2.00	LS	862.50	1,725.00
<b>650 ASPHALT PAVING</b>				
Asphalt Patching	60.00	SF	8.05	483.00

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

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-44**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (PUBLIC WORKS VEHICLES)**

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

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

WHEREAS, the Public Works Department is in possession of five (5) vehicles ("Goods") which it deems to be surplus to the needs of Tooele City, detailed more fully in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods enumerated in the attached Exhibit A to be surplus to the needs of Tooele City and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through live auction.

This Resolution shall take effect upon passage.

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

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<sup>1</sup> Adopted by Ordinance 2019-19 on August 7, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING:\_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_  
Debra E. Winn

\_\_\_\_\_  
Debra E. Winn

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

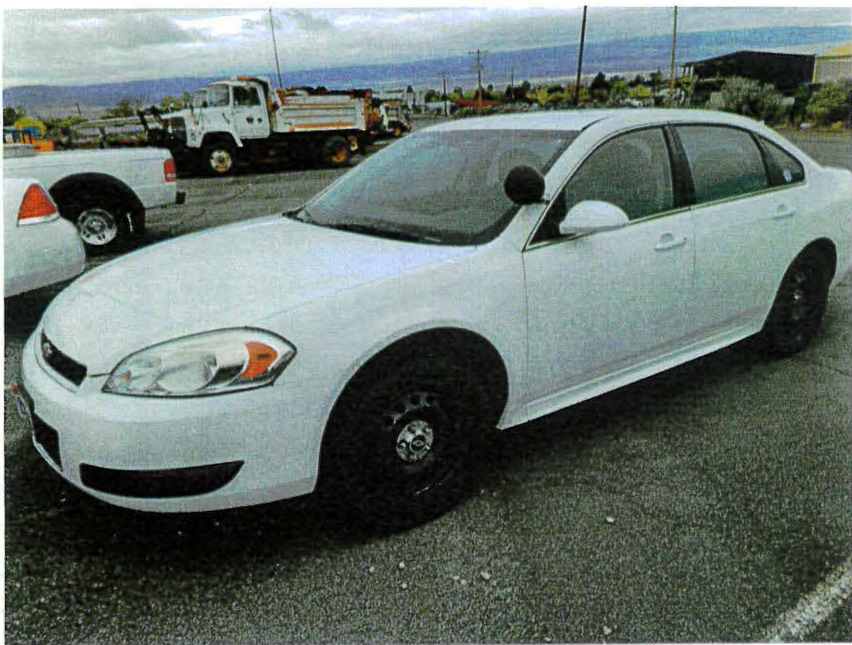
\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### List of Surplus Goods

2012 Chevrolet Impala, Vehicle #6085, repair costs in excess of \$500. Has visible body damage and damage to interior seats and carpet.

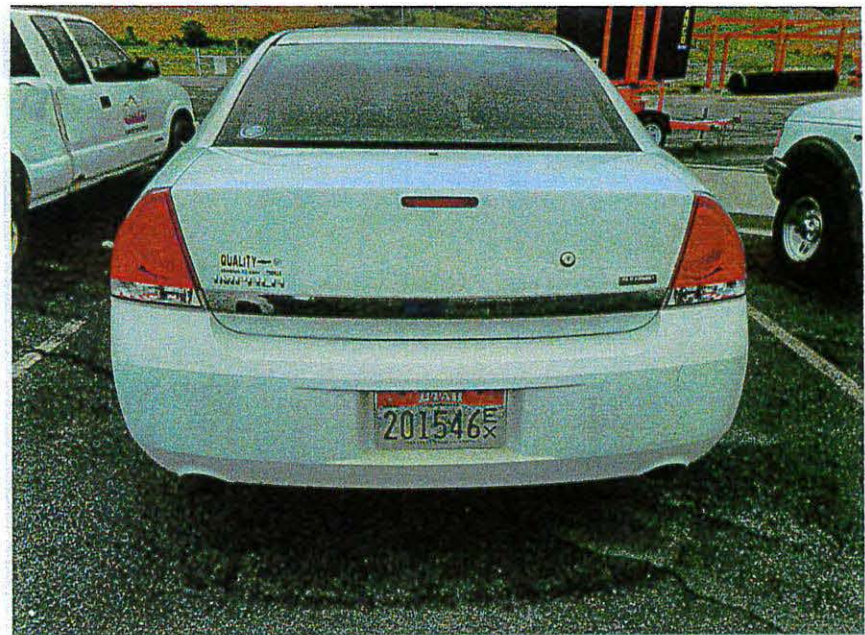
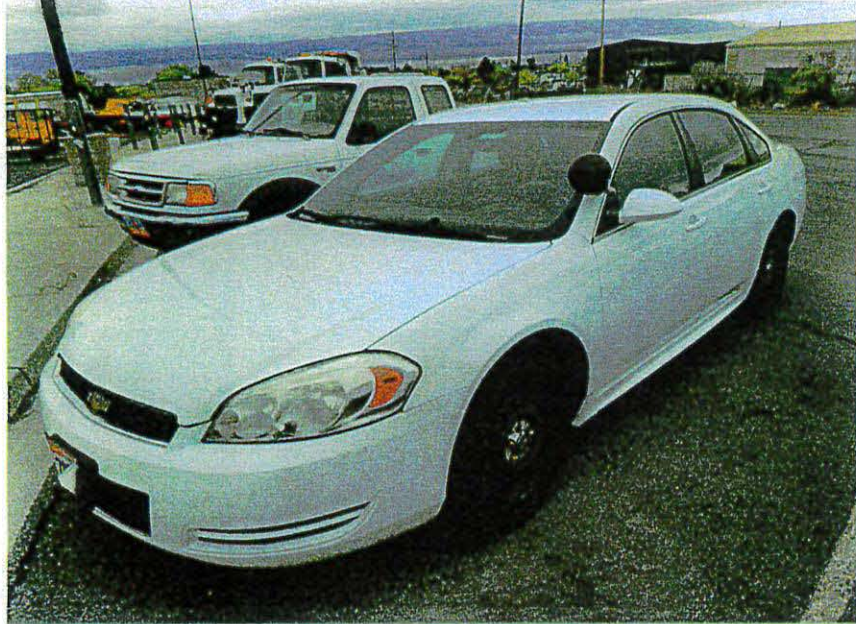






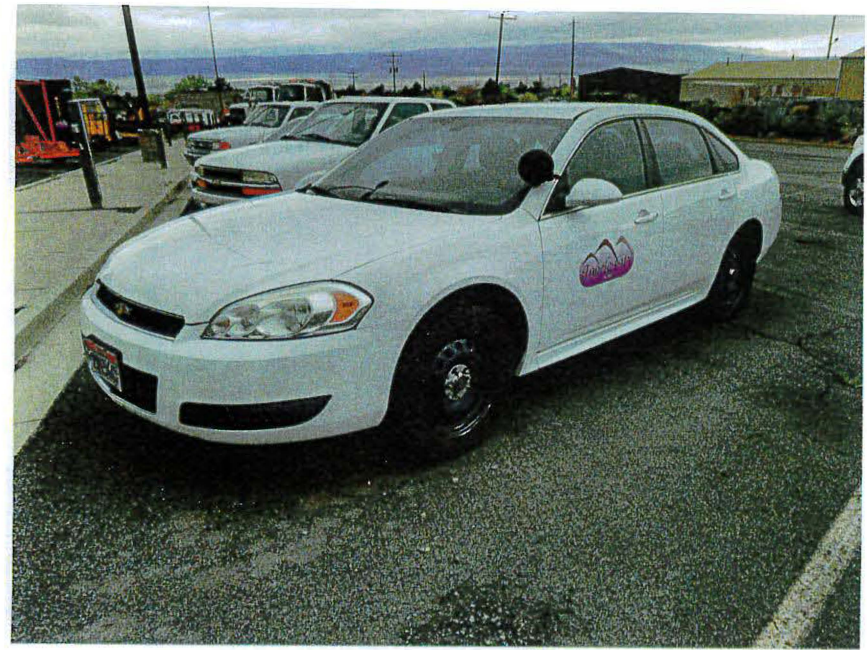
2011 Chevrolet Impala, Vehicle #6080, repair costs in excess of \$500. Has visible body damage, and damage to interior seats and carpet.







2012 Chevrolet Impala, Vehicle #11-6083, repair costs in excess of \$700. Has visible body damage, and damage to interior seats and carpet.



1997 Ford Ranger Pickup, Vehicle #7-1011, may need more mechanical work than the vehicle is worth. Has broken driver's seat, transmission slipping and visible body damage.







1999 Chevrolet S-10 Pickup, Vehicle #10-1013, repairs in excess of \$800. Has large amounts of visible body damage and damage to seats and carpet.





2006 Dodge Ram 155, Vehicle #7021, repairs in excess of \$1200. Needs a SKIM module and possible PCM. Has visible body damage and damage to seats, and rust.





**Tooele City Council Work Meeting Minutes**

**Date:** May 7, 2025

**Time:** 5:30 pm

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

**City Council Members Present**

Justin Brady  
Melodi Gochis  
Ed Hansen  
David McCall

**Excused**

Maresa Manzione

**City Employees Present**

Mayor Debbie Winn  
Police Chief Adrian Day  
Michelle Pitt, City Recorder  
Loretta Herron, Deputy City Recorder  
Andrew Aagard, Community Development Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Jamie Grandpre, Public Works Director  
John Perez, Economic Development Director  
Chase Randall, Library Director  
Shilo Baker, Executive Assistant to the Mayor  
Shannon Wimmer, Finance Director  
Kami Perkins, HR Director  
Planning Commissioner Chris Sloan

Minutes prepared by Alicia Fairbourne

**1. Open City Council Meeting**

Chairman Brady opened the Tooele City Council and Redevelopment Agency Meeting at 5:30 p.m.

**2. Roll Call**

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



### 3. Mayor's Report

Mayor Winn provided a brief update regarding traffic improvements at the intersection of 600 West and 1000 North. She explained that, following ongoing concerns and discussions with UDOT, a temporary signal had been installed approximately a year ago due to increased traffic generated by the opening of the temple and the nearby gym. Recently, UDOT installed a dedicated left-turn signal in all four directions at the intersection, a development that Mayor Winn hoped residents would find beneficial. She expressed appreciation for UDOT's responsiveness and stated that the intersection was expected to be fully redesigned and improved within the next year to enhance overall safety.

### 4. Council Members' Report

Councilman McCall stated that he had attended a Council of Governments (COG) meeting the prior month but was unable to attend the Ritz Concert, though he had heard it went well. Councilman Hansen reported that while there had not been many recent meetings, he had attended Planning Commission meetings and visited a few new businesses that had invited him for discussion. He noted a significant uptick in business growth within Tooele, particularly along 1000 North, and mentioned that residents frequently asked about upcoming developments in that area.

Councilwoman Gochis highlighted her attendance at the Utah League of Cities and Towns Mid-Year Conference in St. George, the Utah Women in Leadership Spring Summit hosted by the Trust, and a presentation by U.S. Senator John Curtis titled "America and the World." She also attended the ribbon cutting for the new Mountain West Medical Office Building. Councilwoman Gochis reminded residents about the upcoming summer reading program at the Tooele City Library, beginning May 27, and commended Library Director Chase Randall for his leadership.

Chairman Brady also attended the Utah League of Cities and Towns conference, stating that it was both educational and affirming to hear that other cities face similar challenges. He announced the upcoming North Tooele Special Service District meeting and expressed hope that the Perry Group would soon move to annex their property into the district. Additionally, he promoted the Arbor Day celebration at Glen Eagles Park on May 16, where numerous trees would be planted, and the Tooele City cleanup event on May 17 in the Broadway area, encouraging community participation in beautification efforts.

### 5. Discussion Items

#### a. Discussion on Proposed Text Amendment to Tooele City Code 7-19-35, Minor Residential Subdivision, Regarding Minor Subdivisions in Commercial and Industrial Zoning Districts *Presented by Andrew Aagard, Community Development Director*

Mr. Aagard explained that the current ordinance applies only to residential subdivisions, allowing them to bypass the preliminary plat process if they meet certain criteria. However, the same streamlined process is not permitted for commercial and industrial subdivisions, even when they meet identical conditions. Mr. Aagard proposed removing the word "residential" from the ordinance to allow all qualifying subdivisions – regardless of zoning – to use the simplified process. He noted that staff had previously processed commercial subdivisions this way until the limitation in the code was discovered. Council members asked about typical lot sizes and whether there were any downsides to the change. Mr. Aagard confirmed most commercial subdivisions have fewer than six lots and saw no disadvantages to the amendment.

**b. Discussion on a Proposed Land Use Map Amendment Application by Grow Development LLC to Re-Assign the Land Use Designation for 11.7 Acres Located at 249 East 1000 North from Medium Density Residential to Light Industrial**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard explained that the property had previously been considered for a high-density residential project, which the Council denied due to limited water resources. The new request sought to change the designation from Medium Density Residential to Light Industrial to accommodate a flex-space business park. Mr. Aagard noted that the property was surrounded by vacant land, the City's fire station, and an assisted living facility, and that the proposed use would be non-residential and low-impact. He clarified that a conceptual site plan had been submitted, though not yet reviewed for ordinance compliance. Chairman Brady expressed support for the new proposal, stating it was a better fit for the site. The item was scheduled to proceed to the Planning Commission in December.

**c. Discussion on Proposed Text Amendments to Tooele City Codes 7-4-4; Number of Parking Spaces, 7-11a-13.1; Parking – Townhouses, Condominiums, 7-11b-5; Design Standards, Mandatory Elements, and Table 4 of 7-14-5; Table of Minimum Residential Dwelling Unit Size Regarding the Number of Parking Spaces, Guest Parking, Exception to the Garage Requirement, Garage Sizes, and the Use of Garage Spaces to Count Towards Required Parking**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard explained that the proposed text amendments to multiple sections of Tooele City Code relating to residential parking requirements were prompted primarily by recent state legislation affecting municipal parking standards under Utah Code 10-9a-534.

Mr. Aagard summarized the state-mandated changes, including a new definition of "affordable housing" based on 80% of the county's median home price. Cities could no longer require garages for qualifying affordable, owner-occupied dwellings, nor could they require garage depths greater than 20 feet or disallow garages and tandem parking spaces from counting toward required parking.

Tooele City's existing ordinances required two parking spaces per dwelling, typically including a 22-foot-deep garage. Mr. Aagard explained that current code allowed a two-car garage and two-car driveway to count as three spaces, partially accounting for storage use in garages. However, the new state rules required cities to count the full number of garage stalls toward parking totals, prompting updates to City Code 7-11a-13.1 and related sections.

In response, staff proposed updating the ordinance to count each garage and driveway space individually, allowing a two-car garage and two-car driveway to be credited as four spaces. Additionally, staff recommended increasing the guest parking requirement from one space per four units to one per three, citing concerns that many residents use garages for storage.

The proposed amendments also added exceptions for affordable housing units regarding garage requirements and reduced the minimum garage depth from 22 to 20 feet, as required by the state.

Chairman Brady asked about the current median housing value for the county, which staff did not have on hand but noted would need to be verified when evaluating future applications. Councilman McCall expressed concern that a 20-foot garage would not accommodate larger vehicles, noting this could lead to more vehicles being parked outside.

Chairman Brady supported the proposal to increase guest parking and acknowledged that while the changes were state-driven, the City could still make adjustments to better serve its residents within the new legal framework. The Council was generally supportive of the proposed updates, which would move next to the Planning Commission for further consideration.



**d. Discussion on Ordinance 2025-10 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions**

*Presented by Paul Hansen, City Engineer*

Mr. Hansen presented the item on behalf of City Attorney Roger Baker. Mr. Hansen explained that while the existing ordinance, adopted in 1998, required developers to convey water rights for new development, the proposed amendment would clarify the City's discretion in evaluating the quality, source, and reliability of those rights before acceptance.

The proposed language aimed to ensure that accepted water rights are tied to a reliable, developed source rather than "paper" rights that may not produce usable water. The changes would also strengthen the City's ability to assess water source sufficiency and quality to better protect future water supplies.

Councilman Hansen and Councilwoman Gochis asked questions about state oversight, water right zones in the valley, the impact of the change on current and future applications, and the source of the City's conclusions. Mr. Hansen clarified that the state regulates all water rights and that the City uses its own and reserved water rights when developing new wells. He emphasized that the proposed ordinance was not tied to any specific development and would serve as a proactive measure based on years of staff experience managing water resources.

Mr. Hansen explained that the ordinance would take effect immediately upon initiation by the Council and could remain in place for up to six months while proceeding through the public hearing and Planning Commission process. Council members supported moving the proposal forward, recognizing it as a tool to safeguard the City's long-term water reliability. Minor corrections to the draft were noted, including the need to update the effective date to May 7, 2025.

**e. Discussion on Code Text Amendments for Animal Control**

*Presented by Adrian Day, Police Chief*

Chief Day recommended updating Section 6-4-1 of the Tooele City Code to allow residents to temporarily care for stray animals if they notify the animal shelter, rather than requiring all strays to be impounded immediately. He also proposed changing the term "shall be impounded" to "may be impounded" to give flexibility based on the situation.

Additional proposed amendments involved redefining certain terms. Chief Day recommended removing ferrets from the "wild animal" definition and classifying them as domesticated, noting that the City had never encountered wild ferrets and that domestic ferrets are common pets. He also suggested removing cats from the definitions of "animal at large" and "animal under restraint," explaining that the City does not enforce leash or at-large rules for cats and typically addresses cat-related issues under nuisance provisions.

Chief Day also opened discussion on whether large animals like horses or cows should be explicitly included in the definition of "animal at large," as they can cause property or vehicle damage. Chairman Brady and Councilman Hansen supported broadening the definition to include all animals, except cats. Council members expressed general support for the proposed changes, and Chief Day indicated that enforcement typically begins with a warning and focuses on education rather than penalties for first-time offenders. Councilwoman Gochis encouraged public education efforts to raise awareness of the updated code.

2. **Closed Meeting**

~ **Litigation, Property Acquisition, and/or Personnel**

Chairman Brady announced that there were no items scheduled for a closed meeting.

3. **Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 6:14 p.m. and announced that the Redevelopment Agency Meeting would convene at 7:00 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 May, 2025

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Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** May 7, 2025

**Time:** 7:00 pm

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

### City Council Members Present

Justin Brady

Melodi Gochis

Ed Hansen

David McCall

Maresa Manzione (joined via telephone and arrived in person at 7:31 p.m.)

### City Employees Present

Mayor Debbie Winn

Police Chief Adrian Day

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Andrew Aagard, Community Development Director

Paul Hansen, City Engineer

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

John Perez, Economic Development Director

Chase Randall, Library Director

Shilo Baker, Executive Assistant to the Mayor

Shannon Wimmer, Finance Director

Kami Perkins, HR Director

Planning Commissioner Chris Sloan

Kent Page, City Planner

Minutes prepared by Alicia Fairbourne

### 1. Pledge of Allegiance

Chairman Brady opened the Tooele City Council Business Meeting at 7:06 p.m. and led the Pledge of Allegiance.

### 2. Roll Call

Dave McCall, Present

Ed Hansen, Present

Melodi Gochis, Present

Justin Brady, Present

Maresa Manzione (joined via telephone and arrived in person at 7:31 p.m.)

**3. Public Comment Period**

Chairman Brady opened the floor for public comment at 7:07 p.m.

*Glen Turnbow* addressed the Council regarding Resolution 2025-23, which had been approved on April 2, 2025. Mr. Turnbow expressed appreciation for the improvements but raised a concern about water flow dynamics related to the existing lazy river and splash pad area. Specifically, he noted that the water current currently directs force toward the first pole in the splash pad and cautioned that improper placement of the new slide could result in safety issues. He warned that children coming down the slide could be pushed into or pinned against the structure by the water current. Mr. Turnbow encouraged the City to carefully consider the slide placement and water flow during final design and offered to provide additional feedback and contact information.

Chairman Brady thanked Mr. Turnbow for his comments and acknowledged the concern. He advised Mr. Turnbow to speak with Parks and Recreation Director Darwin Cook, who was present at the meeting, and stated that staff would be happy to follow up. No additional public comments were made, and at 7:09 p.m., the public comment period was closed.

**4. Introduction of 2024-2025 Library Teen Advisory Council**

*Presented by Chase Randall, Library Director*

Mr. Randall introduced the 2024–2025 Library Teen Advisory Council (TAC). Mr. Randall explained that the TAC consisted of teen volunteers who supported library programming and helped organize events. He highlighted one of their notable contributions—the “Stuffed Animal Sleepover” event—which delighted young patrons and showcased the creativity of both the TAC and library staff.

Program Specialists Kayla Cameron and Alyssa Enslin then introduced the individual TAC members and shared their favorite activities and contributions. Colin Lawrence was recognized for his enthusiasm and involvement in the library’s Dungeons & Dragons campaign and for helping plan a winter craft program. Josie Prescott was praised for her role in planning an interactive “Princess and the Frog” movie and her enjoyment of the Halloween party. Paige Bradfield was commended for her leadership in the Haunted Historic Park event and for creating a mythology-themed Jeopardy game.

Each member was acknowledged for their creativity, leadership, and dedication to the library community. The presentation concluded with a group photo opportunity in the rotunda to celebrate their service.

**5. Resolution 2025-31 A Resolution of the Tooele City Council Appointing Shilo Baker as City Recorder of Tooele City**

*Presented by Debbie Winn, Mayor*

Mayor Debbie Winn presented Resolution 2025-31, recommending the appointment of Shilo Baker as the next City Recorder of Tooele City. Mayor Winn began by announcing the upcoming retirement of current City Recorder Michelle Pitt, who submitted her letter of retirement on March 5 and would conclude her service on July 15. Ms. Pitt was commended for her many years of dedicated service, including 14 years as City Recorder and prior service as Assistant to the Mayor.

Mayor Winn noted that, in accordance with the Tooele City Charter, the City Recorder is appointed by the Council with the advice of the Mayor. After conducting interviews with assistance from two City Council members, Mayor Winn recommended the appointment of Shilo Baker, who has served as the Administrative Assistant to the Mayor for 14 years. Mayor Winn praised Ms. Baker's deep commitment to the City, her exceptional customer service, and her proactive and collaborative approach to problem-solving. She emphasized that Ms. Baker had demonstrated an unmatched ability to assist residents and work across departments to ensure the City's operations run smoothly.

The resolution proposed that Ms. Baker be formally appointed now, though she would not be sworn in until July 16, the day following Ms. Pitt's departure. Ms. Baker would also assume the roles of the City's purchasing agent and records officer. The Council expressed enthusiasm and support for the appointment.

**Motion: Council Member McCall moved to approve Resolution 2025-31 A Resolution of the Tooele City Council Appointing Shilo Baker as City Recorder of Tooele City.** Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

Following the Council's approval of Resolution 2025-31, Ms. Baker offered brief remarks expressing her gratitude. She thanked Mayor Winn for her kind words and leadership, and expressed appreciation to the City Council for their support in her appointment. Ms. Baker emphasized her love for Tooele City, its residents, and the City's dedicated employees. She acknowledged the legacy of Michelle Pitt, stating that while she may not fill her shoes, she would work hard each day to serve the community and support the City's continued success.

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

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented the item, explaining that the Compass Point RSD was designed to provide flexible development standards and a mix of housing types within defined village areas. The planned development would include approximately 3,600 residential units, 50 acres of open space, and a contribution of three acres to Tooele City for a future fire station, all at no cost to the City. The RSD would govern architectural, parking, street, landscape, and fencing standards tailored to the site. The zoning amendment aligned with the property's Medium Density Residential (MDR) land use designation, with an overall density of approximately two units per acre.

Mr. Aagard noted that this was the City's first RSD of this scale and that buildout was expected to take 20 to 30 years. He stated that City staff had worked closely with the developer to ensure compliance with state requirements and emergency access standards. The Planning Commission had held a public hearing on April 23, 2025, and voted unanimously to recommend approval.

At 7:31 p.m., Chairman Brady recognized Councilwoman Manzione's arrival in person.

Chairman Brady shared his support for the project, noting that it had been in planning for some time and reflected thoughtful long-term growth planning for the City's northwest area. He expressed particular appreciation for the inclusion of trails, open space, and a future fire station site.

At 7:33 p.m., the public hearing was opened, but no comments were made. Chairman Brady then closed the floor.

**Motion: Councilman Hansen moved to approve Ordinance 2025-11, an Ordinance of the Tooele City Council to approve a Zoning Map amendment request by Perry Homes to consider approval for the Compass Point RSD Zoning Ordinance and to re-assign the zoning for 1,227 acres located from approximately 1000 North to the City's northern boundary and from 1200 West to approximately Berra Boulevard from the R1-7 Residential and GC General Commercial Zoning Districts to the Compass Point RSD Zoning District.** Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis,

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

**7. Public Hearing and Motion on Resolution 2025-24 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer explained that these quarterly adjustments accounted for routine business changes, including grants and operational updates. She highlighted Item 36, which established the 1000 North Community Reinvestment Area (CRA) as a new fund (Fund 74) now receiving a tax increment.

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

**Motion: Councilwoman Gochis moved to approve Resolution 2025-24, a Resolution of the Tooele City Council approving budget amendments for Fiscal Year 2024-2025.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

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

*Presented by Debbie Winn, Mayor*

The Council reviewed Resolution 2025-25, tentatively adopting the budget officer's proposed budget for fiscal year 2025–2026 and setting the public hearing for final adoption on June 18, 2025.

Mayor Debbie Winn, serving as the budget officer, presented the tentative budget and emphasized its focus on maintaining services without a property tax increase. She outlined key budget priorities, including investments in roads, water infrastructure, parks, public safety staffing, and city facilities. Highlights included funding for three new police officers (including a School Resource Officer for the new high school), a proposed increase in hours for the current victim advocate to make the position full-time, a public works assistant director, a utility technician, and restructuring of the parks and cemetery departments. The City also planned to invest in SCBA gear and hazmat equipment for the fire department, replace outdated tasers for police, and continue xeriscaping and infrastructure improvements at city facilities.

Mayor Winn thanked staff, department heads, and contributors involved in the budget process, and noted that a user-friendly version of the budget would be made publicly available online and at the City Recorder's office.

Chairman Brady clarified that Tooele City would not be raising property taxes this year and emphasized the importance of distinguishing between taxing entities. Councilman McCall echoed this, stating that although taxes were not increasing, residents should understand that funding limitations could delay necessary services and infrastructure. Councilwoman Manzione added that the City's focus on economic development had strengthened its tax base, helping to ease the burden on residents.

The Council agreed to begin reviewing the budget in advance of formal discussions during upcoming work sessions, with additional meetings to be scheduled if needed.

**Motion: Councilwoman Manzione moved to approve Resolution 2025-2025, a Resolution of the Tooele City Council tentatively adopting the Budget Officer's tentative budget for the Tooele City Fiscal Year 2025-2026, and establishing the time and place of a Public Hearing to consider its adoption to be held on June 18, 2025 at 7:00 p.m.** Councilman McCall seconded the motion.



The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

**9. Third Quarter Economic Development Update**

*Presented by John Perez, Economic Development Director*

Mr. Perez presented the third quarter economic development update for fiscal year 2025, covering activities from January through March.

Mr. Perez highlighted several recent business openings, including Wingstop and Home2 Suites by Hilton – the latter marking the first Hilton chain hotel in the city. He reviewed vacancy rates across retail, office, industrial, and hospitality sectors, noting minimal changes and attributing the slight increase in hotel vacancies to post-holiday seasonal trends.

He shared updates on development at Founders Point along 1000 North and SR-36, where businesses such as Chipotle, Wingstop, Chili's, Hobby Lobby, Ulta Beauty, Five Below, TJ Maxx, Sierra Trading Post, Bath & Body Works, Café Zupas, and Zao Asian Café were announced or underway. At Compass Point, near 2400 North and SR-36, confirmed and prospective businesses included Smith's Marketplace and Fuel Center, Jersey Mike's, Beans & Brews, Chase Bank, and Tropical Smoothie Café.

Mr. Perez also discussed ongoing efforts to update the conceptual layout for the Tooele Business Park, located near the Utah State University Tooele campus and Leitner-Poma. The revision considered topography, road layout, and realistic land use planning, with input from city staff across multiple departments. The updated concept was produced at a discounted rate through EDC Utah's contracted services.

Regarding Requests for Information (RFIs), Mr. Perez noted a slower quarter across the state, with Tooele still in the evaluation stages for several RFIs that could lead to projects with significant job creation. One smaller project, currently under county review, was expected to bring high-paying jobs despite a lower capital investment.

He reported that demolition would soon begin at the former Broadway Heritage Apartments site, with equipment delivery scheduled for the next day. A public street party and workshop for the Broadway corridor was scheduled for May 17 to gather public input on future revitalization efforts.

Mr. Perez also announced the completion of five new wayfinding signs across key city corridors, the result of collaboration with the Public Works Department. He and Councilwoman Manzione recently attended a Utah Main Street workshop to develop a transformation strategy for the next two years.

Social media engagement, managed by the Mayor's Office, continued to grow across platforms. Mr. Perez added that an independent Economic Development Strategic Plan was underway to separate these goals from the broader City Comprehensive Plan.

Council members expressed enthusiasm for the update. Councilwoman Gochis requested a full list of Founders Point businesses, which Mr. Perez agreed to email to the Council. She also raised a concern about directional signage for Middle Canyon, and Mr. Perez offered to coordinate with UDOT and Public Works to explore options. Councilman McCall added support for clearer signage. Chairman Brady praised the momentum of economic growth and encouraged residents to contact City staff directly with questions rather than relying on social media.

The Council expressed appreciation for Mr. Perez's work and the progress being made in Tooele's economic development.

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

*Presented by John Perez, Economic Development Director*

Mr. Perez presented the resolution, noting that demolition equipment was scheduled to arrive the following day, with work beginning on Monday. Mr. Perez explained that the City had secured services through XCEL, a state-approved contractor, which allowed the project to proceed without a formal bidding process. He credited Mayor Winn, Shilo Baker, and others for seeking an independent environmental test that ruled out hazardous concerns within the building – ultimately saving the City approximately \$140,000 compared to the initial contractor recommendation.

The Council was asked to approve the agreement, as it exceeded the \$30,000 threshold requiring Council authorization. No questions were raised, and Chairman Brady invited a motion.

**Motion: Councilman Hansen moved to approve Resolution 2025-26, a Resolution of the Tooele City Council approving and ratifying an agreement with XCEL General Contracting for the demolition and removal of a city-owned building at 126 North Broadway.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilwoman Manzione, “Aye”; Councilman McCall, “Aye”. There were none opposed. The motion passed.

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

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented the item and provided background on the need for the signal. He explained that a corridor study completed in November 2023 had identified growing traffic concerns at the intersection, particularly with current hospital access operating at a poor level of service. These concerns were expected to worsen with the opening of the new Deseret Peak High School in August 2025.

Several alternatives had been considered, including a roundabout, rerouting traffic, restricted turn access, and shifting the hospital entrance – all of which were determined to be either unfeasible or potentially harmful to nearby businesses and emergency access. The selected solution was an emergency-responsive traffic signal, which would include preemption technology to allow emergency vehicles to control signal timing and clear the intersection as needed.

Mr. Grandpre noted that the signal system would be connected via fiber optic communication to the existing UDOT signal at SR-36, ensuring reliable 24/7 coordination. The agreement with Cache Valley Electric covered the installation work, with equipment having already been ordered and approved at a previous meeting.

Chairman Brady and Councilwoman Manzione expressed support for the project, while also voicing concerns about ambulance navigation during heavy traffic. Mr. Grandpre reassured the Council that the signal's preemption system, enhanced by new UDOT protocols, was designed to mitigate these challenges. He also confirmed that turn lanes and detection sensors would be incorporated to ensure efficient traffic flow and accurate signal response.

Mayor Winn added that the school district had coordinated with the City to redirect school bus routes, resulting in fewer buses using 2000 North, which would help alleviate congestion. There were no further questions from Council.

**Motion: Councilwoman Gochis moved to approve Resolution 2025-28, a Resolution of the Tooele City Council approving an agreement with Cache Valley Electric Company for the**

**installation of a traffic signal system at the intersection of 2000 North Street and Aaron Drive.**

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

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

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented the item and explained that the city shops building had experienced deterioration over time due to freeze-thaw cycles, water, and salt exposure, resulting in visible foundation damage, including areas where blocks had become paper-thin and some sections were visibly unsupported.

Mr. Grandpre reported that the City had received three bids for the repair project. One was disqualified as non-responsive, while the remaining two were evaluated. Speakman's Concrete Services submitted the lowest responsive and responsible bid in the amount of \$158,187.65. A discussion followed regarding whether a contingency had been included, with Mr. Grandpre initially referencing a \$30,000 contingency; however, it was later clarified that no such contingency was formally included in the resolution.

Council members acknowledged the seriousness of the damage and the need for repair. No objections were raised.

**Motion: Councilwoman Manzione moved to approve Resolution 2025-30, a Resolution of the Tooele City Council approving an agreement with Speakman's Concrete Service, LLC for the repair of the City Shops foundation.** Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

**13. Resolution 2025-34 A Resolution of the Tooele City Council Approving an Agreement with Strong Excavation LLC for the 700 South Waterline Replacement Project**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented the resolution and explained that the project involved replacing a critical 16-inch water transmission line running along 700 South from SR-36 to approximately Coleman Street.

Mr. Grandpre emphasized that the existing line, which connects the City's tanks to the airport wells, was a deteriorating steel line frequently prone to leaks. He stated that the line was at high risk of catastrophic failure, and proactive replacement was necessary to avoid a costly emergency repair.

The project had gone out to bid, and Strong Excavation LLC was identified as the lowest responsive and responsible bidder. Their bid totaled \$1,135,688.32, with an added contingency of \$57,000.

Mr. Grandpre also noted that the project would include resurfacing in the areas disturbed by construction. A more comprehensive mill and overlay of 700 South was expected to be brought before the Council for consideration in the following year. Councilman McCall remarked that a failure of the existing line could potentially flood his property, reinforcing the urgency of the replacement.

There were no further questions from the Council.

**Motion: Councilman Hansen moved to approve Resolution 2025-34, a Resolution of the Tooele City Council approving an agreement with Strong Excavation LLC for the 700 South Waterline Replacement Project.** Councilman McCall seconded the motion. The vote was as follows: Chairman

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

**14. Resolution 2025-32 A Resolution of the Tooele City Council Approving an Agreement Change Order No. 1 with Broken Arrow Construction for England Acres Park Phase III**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook explained that after receiving favorable bid pricing for Phase Three of the park development, the City sought to use the cost savings to complete a long-considered enhancement – placing cobblestone riprap along the drainage ditch (commonly referred to as the "Devil's Ditch" or Middle Canyon Ditch) that runs through the park. The additional work would involve installing riprap from 520 North to 1000 North, connecting the existing riprap at both box culverts to create a continuous, protected channel.

He noted that completing this work during the park's current construction phase was critical, as doing so later would be difficult or even infeasible once infrastructure was in place. The riprap would help prevent erosion and maintain the integrity of the ditch embankments. The total cost for this change order was \$56,320 and would be funded through park impact fees.

In response to a question from Councilwoman Gochis, Mr. Cook confirmed that the cobblestone would be loose stone, similar to the riprap used by Dr. Wharton in a neighboring section of the ditch. There were no further questions from Council.

**Motion: Councilman McCall moved to approve Resolution 2025-32, a Resolution of the Tooele City Council approving an Agreement Change Order No. 1 with Broken Arrow Construction for England Acres Park Phase III.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

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

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook explained that this lighting project, funded through park impact fees, had always been envisioned as part of the long-term plan for England Acres Park. Due to favorable bid pricing on Phase Three of the park's development, the City had the opportunity to move forward with the lighting now rather than delaying it. The contract total was \$298,009.50.

The agreement would allow for the installation of trail lighting along the park's central diagonal trail segment, as originally planned, and would now also extend to the entire perimeter trail. In addition, modifications made since the quote was received could allow for further lighting on a northeastern diagonal trail as well.

Councilwoman Manzione expressed her excitement about the project, noting that she frequently walks the trail and hoped the new lights would not be subject to vandalism. Mr. Cook acknowledged previous attempts at wire theft but reported that preventative measures had been effective, and vandalism had since ceased. He added that the park is heavily used by walkers and runners and that the trail lights would enhance safety and enjoyment for residents. He also clarified that both bridges at the park had been installed at the same time, though one had remained less visible until recently due to construction materials on-site.

**Motion: Councilwoman Gochis moved to approve Resolution 2025-33, a Resolution of the Tooele City Council approving an agreement with Black & McDonald for installation of**



**lighting along the Devil's Ditch Trail and the England Acres Park Perimeter Trail.**

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

**16. Resolution 2025-39 A Resolution of the Tooele City Council Approving an Agreement with American Ramp Company for the Engineering and Design of the Tooele Boulevard Bike Park Project**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook explained that the City had acquired a piece of property at 650 North and Coleman Avenue; the site of the former reclamation facility. The site was challenging to develop due to buried structural remnants, which prevented the installation of deep foundations. However, its conditions made it ideal for the development of a pump track – a highly requested recreational feature designed for BMX-style pedal bikes.

The proposed project would include a pump track and a smaller area for beginner and youth riders to learn skills before progressing to the main course. The design would incorporate berms and features that rely on elevation and surface contours rather than below-ground construction. The design process was expected to be complete by October in order to meet application deadlines for the Utah Recreation Grant, which requires finalized engineering plans.

The site encompassed approximately 5.2 to 5.3 acres and would accommodate a trail system, beginner skills area, and a hard-surfaced, poured-in-place pump track. Mr. Cook noted that the surface material was similar to asphalt but highly durable and installed by hand using carts for shaping.

Council members expressed enthusiasm for the project. Councilwoman Manzione praised the variety of parks being offered to different age groups, and Councilwoman Gochis suggested incorporating restrooms, shade trees, and seating areas to support both riders and spectators. Mr. Cook confirmed that these amenities would be part of the final design and that lighting would be considered – especially for the pump track – to support extended use by older youth.

**Motion: Councilman Hansen moved to approve Resolution 2025-39, a Resolution of the Tooele City Council approving an agreement with American Ramp Company for the engineering and design of the Tooele Boulevard Bike Park Project.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

**17. Resolution 2025-40 A Resolution of the Tooele City Council Approving an Agreement Change Order No. 2 with Broken Arrow Construction for the Construction of Oquirrh Hills Golf Course Overflow Parking Lot**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook explained that the need for additional parking had become urgent following the completion of Droubay Road, which eliminated a previously used area of informal perpendicular parking adjacent to the golf course. The existing lot, built in 2001 alongside the clubhouse, no longer met the demands of current use, especially with the city's growth and increased golf course activity.

The proposed overflow parking lot would be constructed on a parcel of city-owned land located on the south side of Droubay Road, previously used as a trailhead parking area. The project design included ADA-accessible stalls and several pull-through stalls to accommodate vehicles with trailers—an amenity not available in the existing lot.

Mr. Cook noted that Broken Arrow Construction had completed five previous parking lots for the city, and staff had been satisfied with their work. Because of the pressing timeline – driven by upcoming golf tournaments and the need to address safety and parking congestion – city staff recommended issuing a change order under an existing contract rather than initiating a new bidding process.

The cost of the new parking lot was \$338,526.37. Approximately 60% of the project would be funded using park impact fees, with the remaining amount drawn from the capital projects fund. The construction was expected to be completed by June 30, 2025, in time to support peak golf season and special events.

There were no objections from the Council, and Mr. Cook answered brief questions regarding ADA stalls and the size of the existing lot, which had 66 stalls and only three ADA spaces. The new project would raise that total to six ADA-accessible stalls.

**Motion: Councilwoman Manzione moved to approve Resolution 2025-40, a Resolution of the Tooele City Council Approving an Agreement Change Order No. 2 with Broken Arrow Construction for the construction of Oquirrh Hills Golf Course overflow parking lot.** Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilwoman Manzione, “Aye”; Councilman McCall, “Aye”. There were none opposed. The motion passed.

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

Ms. Pitt explained that the Police Department had accumulated a number of abandoned and unclaimed bicycles over the past two years. These bicycles were not associated with any criminal investigations and had exceeded the \$100 value threshold that required Council approval to be declared surplus.

Rather than auctioning them through the city, the department proposed donating the bicycles to the Salt Lake City Fire Department. That agency would then include the bicycles in a charitable auction, with all proceeds benefiting burn victims.

**Motion: Councilman Hansen moved to approve Resolution 2025-27, a Resolution of the Tooele City Council authorizing the Tooele City Purchasing Agent to dispose of surplus personal property (Tooele City Police Department).** Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilwoman Manzione, “Aye”; Councilman McCall, “Aye”. There were none opposed. The motion passed.

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

Ms. Pitt presented the resolution and explained that the listed items—consisting of outdated or nonfunctional IT equipment—were no longer of use to the City. She noted that while the City attempts to reuse and repurpose technology whenever possible, some items inevitably become obsolete. The equipment identified for disposal had reached that point, and staff recommended that it be formally declared surplus.

Ms. Pitt also mentioned that efforts would be made to recycle the items where possible.



**Motion: Councilman Hansen moved to approve Resolution 2025-29, a Resolution of the Tooele City Council declaring surplus certain technology-related equipment and authorizing its disposal.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

## **20. Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented a purchase order issued to Thorn Pest Solutions in the amount of \$38,800 for mosquito treatment services around local lakes.

Ms. Pitt explained that the contract provided for mosquito control treatment to be applied twice per month, totaling 14 applications throughout the year. Chairman Brady and council members briefly commented on the noticeable improvement in mosquito presence, expressing hope that the treatment would continue to be effective.

**Motion: Councilman Hansen moved to approve the purchase order to Thorn Pest Solutions for mosquito treatment services.** Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

## **21. Minutes**

**~April 2, 2025 Work Meeting**

**~April 2, 2025 Business Meeting**

There were no corrections to the minutes.

**Motion: Councilwoman Gochis moved to approve the April 2, 2025 Work Meeting and April 2, 2025 Business Meeting minutes as presented.** Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilwoman Manzione, "Aye"; Councilman McCall, "Aye". There were none opposed. The motion passed.

## **22. Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 8:53 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 May, 2025

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Justin Brady, City Council Chair