

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, July 15, 2026 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435) 843-2111 or shilob@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**

2. **Roll Call**

3. **America250 Tribute**

4. **Public Comment Period**

The Public Comment Period is an opportunity for residents to address the City Council. Comments will be limited to no more than three (3) minutes per person unless additional time is authorized by the Governing Body.

5. **Public Hearing and Motion on Ordinance 2026-19** An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 7-25 (Signs) Regarding the Regulation of Political Signs to Conform with Utah Code Chapter 20A-17 as Amended by Utah House Bill 33, Making Other Updates to Tooele City Code Chapter 7-25, and Setting Fees Related to Safekeeping Political Signs and Related Appeals.

Presented by Matt Johnson, City Attorney

6. **Public Hearing and Motion on Ordinance 2026-20** An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16a-3, Regarding Commercial Special Districts' Eligibility and Size.

Presented by Andrew Aagard, Community Development Director

7. **Public Hearing and Motion on Ordinance 2026-21** An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 4.1 Acres of Property Located at Approximately 1280 North and 200 East from Medium Density Residential (MDR) to Light Industrial (LI).

Presented by Andrew Aagard, Community Development Director

8. **Quarterly Economic Development Update**

Presented by John Perez, Economic Development Director

9. **Resolution 2026-44** A Resolution of the Tooele City Council Approving a Five-Year General Consulting Agreement with Richey, May & Co., LLP, Certified Public Accountants Regarding the City Financial Statements for Fiscal Years 2026 Through 2030.
Presented by Shannon Wimmer, Finance Director
10. **Resolution 2026-45** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Rebekka Peterson to the Tooele City Historic Main Street Commission as a Commission Member.
Presented by John Perez, Economic Development Director
11. **Resolution 2026-46** A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2026-2027.
Presented by Adrian Day, Police Chief
12. **Resolution 2026-48** A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project
Presented by Nathan Farrer, Public Works Director
13. **Resolution 2026-49** A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Black Forest Paving, LLC, for the 2026 Roadway Maintenance Project, Schedule C
Presented by Nathan Farrer, Public Works Director
14. **Resolution 2026-50** A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Rain for Rent, Inc., for a Golf Course Pump System at Overlake Golf Club
Presented by Nathan Farrer, Public Works Director
15. **Resolution 2026-51** A Resolution of the Tooele City Council Approving an Agreement with Johnson Controls, Inc., for Heating and Air Conditioning Control and Upgrades at Tooele City Library, to Include Chiller Replacement
Presented by Darwin Cook, Parks and Recreation Director
16. **Resolution 2026-47** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department Equipment).
Presented by Shilo Baker, City Recorder
17. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
18. **Minutes**
~June 17, 2026 City Council Business Meeting Minutes
19. **Adjourn**

/s/ Shilo Baker

Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2026-19

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE CHAPTER 7-25 (SIGNS) REGARDING THE REGULATION OF POLITICAL SIGNS TO CONFORM WITH UTAH CODE CHAPTER 20A-17 AS AMENDED BY UTAH HOUSE BILL 33, MAKING OTHER UPDATES TO TOOELE CITY CODE CHAPTER 7-25, AND SETTING FEES RELATED TO SAFEKEEPING POLITICAL SIGNS AND RELATED APPEALS.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, among the duties of the Tooele City Planning Commission is the duty to “recommend changes, amendments, additions, and deletions to the zoning ordinances” under Tooele City Code §2-3-2 (see also Utah Code §10-20-302); and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, Tooele City Code Chapter 7-25 regulates the use of signs within the City, including the regulation of political signs; and,

WHEREAS, during the 2026 General Session, the Utah Legislature passed House Bill 33, which amended the manner in which municipalities may regulate political signs under Utah Code Chapter 20A-17; and,

WHEREAS, City Administration, has developed proposed amendments to Tooele City Code Chapter 7-25 (Exhibit A), which would bring Tooele City Code Chapter 7-25 into conformity with current Utah Code Chapter 20A-17, and would make other appropriate updates to Tooele City Code Chapter 7-25; and,

WHEREAS, on June 24, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, considered the Staff Report and its exhibits (attached as Exhibit B) as well as the current amendments depicted in Exhibit A, and voted to forward its positive recommendation of Exhibit A to the City Council (see the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, Utah Code §20A-17-104 permits a municipality to seek a political sign safekeeping reimbursement fee not to exceed \$20, provided the municipality provides the sign owner an opportunity to present evidence that the fee is not required; and,

WHEREAS, proposed Tooele City Code §7-25-30.1, as outlined in Exhibit A, provides for the possibility of a political sign safekeeping reimbursement fee to be set by the City, as well as an opportunity for appeal under Tooele City Code Chapter 1-28; and,

WHEREAS, Tooele City Code §1-28-7 states that the City Council may require the payment of fees for appeals pursued under Tooele City Code Chapter 1-28; and,

WHEREAS, in accordance with Utah Code §20A-17-104, Tooele City Code §1-28-7, and proposed Tooele City Code §7-25-30.1, City Administration recommends a “Political Sign Safekeeping Fee” to be set in the amount of \$20, and a “Political Sign Safekeeping Appeal Fee” to be set in the amount of \$20;

WHEREAS, on July 15, 2026, the City Council convened a duly-advertised public hearing; and,

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

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

1. Tooele City Code Chapter 7-25 is hereby amended as shown in Exhibit A;
2. A Political Sign Safekeeping Fee is established in the amount of \$20; and,
3. A Political Sign Safekeeping Appeal Fee is established in the amount of \$20.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Proposed Amendments to TCC Chapter 7-25

Exhibit B

Staff Report with its Exhibits

Exhibit C

Planning Commission Draft Minutes

CHAPTER 25. SIGNS

- 7-25-1. Title.
- 7-25-2. Purpose and scope.
- 7-25-3. Definitions.
- 7-25-4. Signs prohibited.
- 7-25-4.1 Electronic billboards prohibited.
- 7-25-5. Permits required.
- 7-25-6. Signs not requiring permits.
- 7-25-7. Maintenance.
- 7-25-8. Electronic signs.
- 7-25-8.1 Lighting.
- 7-25-9. Changeable copy.
- 7-25-10. Sign contractor's license.
- 7-25-11. Indemnification and insurance.
- 7-25-12. Signs permitted in all zoning districts.
- 7-25-13. Signs permitted in residential zoning districts.
- 7-25-14. Signs permitted in commercial zoning districts.
- 7-25-14.1. Repealed. (Ord, 2020-42)
- 7-25-15. Signs permitted in industrial zoning districts.
- 7-25-16. Nonconforming signs.
- 7-25-17. Loss of legal nonconforming status.
- 7-25-18. Maintenance and repair of nonconforming signs.
- 7-25-19. Signs in clear view zones - signs in the public right-of-way.
- 7-25-20. Abandoned signs.
- 7-25-21. Construction specifications.
- 7-25-22. Community Development Department duties.
- 7-25-23. Application for permits.
- 7-25-24. Permit fees.
- 7-25-25. Issuance and denial.
- 7-25-26. Permit conditions, refunds and penalties.
- 7-25-27. Inspection upon completion.
- 7-25-28. Variances.
- 7-25-29. Violations procedure.
- 7-25-30. Removal of signs.
- 7-25-30.1. Removal, safeguard, and disposal of political signs.
- 7-25-31. Violations.
- 7-25-32. Appeals.
- 7-25-33. Conflict.
- 7-25-34. Severability.
- 7-25-35. Message Substitution.

7-25-1. Title.

This chapter shall be known as the Tooele City Sign Ordinance.
(Ord. 1994-27, 12-19-1994)

7-25-2. General principles - purpose - scope.

(1) Tooele City is a growing community close to the Salt Lake City metropolitan area. The City has an economic base that relies increasingly on tourism and

retail sales activity. In order to preserve the City as a desirable community in which to live, recreate, and do business, a pleasing, visually attractive business environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. The sign regulations in this Chapter are prepared with the intent of enhancing the City's business environment and promoting the continued well-being of the City.

(2) It is the purpose of this Chapter to promote the public health, safety, and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

(a) Enable the identification of places of residence and business.

(b) Allow for the communication of information necessary for the conduct of commerce.

(c) Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, excess illumination, animation, and excessive height, area, and bulk of signs which compete for the attention of pedestrian and vehicular traffic.

(d) Enhance the attractiveness and economic well-being of the City as a place to live, recreate, and conduct business.

(e) Protect the public from the dangers of unsafe, improperly placed, cluttered, and poorly maintained signs, as well as other hazardous conditions caused by signs.

(f) Permit signs that fit in their locational and architectural context and that aid pedestrian and vehicular orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.

(g) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.

(h) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.

(i) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.

(j) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

(k) Require signs to be constructed, installed, and maintained in a safe and aesthetic manner.

(l) Preserve and enhance the natural and scenic characteristics of this historic community.

(3) The use of signs is regulated according to zoning district. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this Chapter.

(4) This Chapter is not intended to regulate building design, official traffic signs, ~~political signs not located in the public right-of-way~~, the copy and message of signs, signs not intended to be viewed from a public right-of-way, window displays, product dispensers and point of

purchase displays, scoreboards on athletic fields, flags of any nation, government, or noncommercial organization, gravestones, religious symbols, commemorative plaques, the display of street numbers, or any display or construction not defined herein as a sign. **This Chapter is also not intended to regulate political signs, except as provided in and permitted by Utah Code Title 20A, Chapter 17, as amended.**

(Ord. 2013-03, 06-19-2013); (Ord. 2010-06, 05-19-2010); (Ord. 1994-27, 12-19-1994)

7-25-3. Definitions.

As used in this chapter:

"A-frame sign" means a portable sign made of two pieces connected by hinges or other hardware and forming the shape of a capital "A" or an inverted "V" when in use.

"Abandoned sign" means a sign which no longer appears to identify, provide directions to, or advertise a current business establishment, service, product, good, event, or activity, or for which no legal owner or lessor can be found upon reasonable diligence.

"Abandoned sign" does not include a political sign as defined in Utah Code Title 20A, Section 17, as amended.

"Animated sign" means a sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include:

(1) "naturally energized" signs whose motion is activated by wind or other atmospheric impingement. Wind driven signs include flags, sails, fins, banners, pennants, streamers, spinners, whirligigs, metallic disks, or other similar devices designed to move in the wind;

(2) "mechanically energized" signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives; and,

(3) "electrically energized" signs which are illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:

(a) "flashing signs" which are illuminated signs exhibiting a pre-programmed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination is either the same as or less than the duration of the period of darkness and in which the intensity of illumination varies from zero to 100% during the programmed cycle; and

(b) "illusionary movement signs" which are illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

"Area" - see "sign, area."

"Awning" means a shelter projecting from and supported by the exterior wall of a building constructed of rigid or nonrigid materials on a supporting framework.

"Awning sign" means a sign painted on, printed on, or attached flat against the surface of an awning.

"Back lit awning" - see "electric awning sign."

"Banner sign" means a sign made of fabric or any nonrigid material with no enclosing framework.

"Billboard" - see "off-premise sign."

"Building" means any structure used or intended to be used for the shelter or enclosure of persons, animals, or property.

"Canopy (building)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. It may be illuminated by means of internal or external sources.

"Canopy (freestanding)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground. It may be illuminated by means of internal or external sources.

"Canopy sign" means a sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.

"Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means. Changeable signs include:

(1) "manually activated signs" whose alphabetic, pictographic, or symbolic information content can be changed or altered by manual means;

(2) "electrically activated signs" whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. These signs include:

(a) fixed message electronic signs whose basic informational content has been pre-programmed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, public service announcements, or other events subject to prior programming; and

(b) computer controlled variable message electronic signs whose informational content can be changed or altered by means of computer-driven electronic impulses.

"City" means the City of Tooele unless the context clearly discloses a contrary intent.

"Civic Organization" means a community-based company, club, committee, association, corporation, or any other organization or group of persons acting in concert which is composed of persons who are members thereof on a voluntary basis and which is primarily established to further educational, charitable, religious, cultural, or local economic development purposes.

"Clearance" (of a sign) means the smallest vertical distance between the grade of the adjacent street, highway, sidewalk, or street curb and the lowest point of any sign, including framework and embellishments,

extending over that grade.

"Clear view zone" means the area of a corner lot closest to the intersection which is kept free of visual impairment or obstruction in order to allow full view by both pedestrian and vehicular traffic, as further described in Tooele City Code Section 7-2-11.

"Closing sale sign" means a sign advertising a closing sale regulated by Chapter 5-3.

"Construction sign" means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

"Copy" means the graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

"Department" means the Tooele City Community Development Department or successor department.

"Directional/information sign" means an on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. Such signs may contain logo provided that the logo may not comprise more than 20% of the total sign area.

"Director" means the Director of the Community Development Department or authorized designee.

"Double-faced sign" means a sign with two faces essentially back-to-back.

"Dwell time" means the length of time that elapses between changes in the text, images, or graphics on an electronic sign.

"Electric awning sign" or "back lit awning" means an internally illuminated fixed space-frame structure with translucent, flexible reinforced covering designed in awning form and with graphics or copy applied to the visible surface of the awning.

"Electrical sign" means a sign or sign structure in which electrical wiring, connections or fixtures are used.

"Electronic message center" - see "changeable copy signs, electrically activated."

"Electronic sign" or "digital sign" means any sign, video display, projected image, or similar device with text, images, or graphics generated by solid state electronic components. Electronic signs include, but are not limited to, signs that use light emitting diodes (LED), plasma displays, fiber optics, or other technology that results in bright, high-resolution text, images, and/or graphics.

"Facade" means the entire building front including the parapet.

"Face of sign" means the area of a sign on which the copy is placed.

"Feather sign" means a generally narrow vertical temporary sign with or without copy where the sign is mounted onto a pole or individual mounting device with the intent of utilizing natural or man-made air movement.

"Festoons" means a string of ribbons, tinsel, small flags, or pinwheels.

"Flashing sign" - see "animated sign, electrically

energized."

"Frontage" means the length of the property line of any one premise along an adjacent public right-of-way.

"Frontage, building" means the length of an outside building wall facing a public right-of-way or other primary vehicular access.

"Government sign" means any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

"Ground sign" means a sign which is anchored to the ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top.

"Handheld sign" means a temporary sign carried or held by a person.

"Height (of a sign)" means the vertical distance measured from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.

"Identification sign" means a sign whose copy is limited to the name and address of a building, institution, or person or to the activity or occupation being identified.

"Illegal sign" means a sign which does not conform fully to the requirements of this Chapter and which has not received legal nonconforming status.

"Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities, or services available on the premises, e.g., a credit card sign or a sign indicating hours of business.

"Inflatable" means any display, with or without copy, that has a final shape supported by gasses enclosed within a container or is continuously supported by blown air.

"Lot" means a parcel of land legally defined on a subdivision map recorded with the county recorder, or a parcel of land defined by a legal record or survey map.

"Low profile sign" or "monument sign" means a sign mounted directly to the ground with maximum height not to exceed 6 feet and a maximum area not to exceed 40 square-feet.

"Maintenance" means the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, mechanism, or structure of a sign.

"Mansard" means a sloped roof or roof-like facade architecturally comparable to a building wall.

"Marquee" means a permanent roof-like structure or canopy of rigid materials supported by and extending from the facade or any exterior wall of a building.

"Marquee sign" means any sign attached to or supported by a marquee structure.

"Monument sign" - see "low profile sign."

"Motion" means the depiction of movement or change of position of text, images, or graphics on a sign. Motion

shall include visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes, and similar actions.

"Multiple-faced sign" means a sign containing 3 or more faces, not necessarily in back-to-back configuration.

"Nameplate" means a nonilluminated on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

"Nonconforming sign" means a sign which was erected legally, but which does not comply with the subsequently enacted provisions of this Chapter.

"Occupancy" means the portion of a building or premises owned, leased, rented, or otherwise lawfully occupied for a given use.

"Off-premise sign" or "billboard" means a sign structure advertising an establishment, merchandise, service, product, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

"Off-site directional sign" means a sign which provides directional assistance to access an establishment conveniently and safely.

"On-premise sign" means a sign which pertains to the use of the premises or property on which it is located.

"Owner" means a person recorded as such on official land or business license records of Tooele County or the City. The owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the Department, e.g., a sign leased from a sign company.

"Painted wall sign" means any sign which is applied with paint or similar substance on the surface of a wall.

"Parapet" means the extension of a false front or wall above a roof line.

"Person" means any individual, corporation, association, firm, partnership, or similarly defined interest.

"Point of purchase display" means advertising of a retail item accompanying its display, e.g., an advertisement on a product dispenser or a tire display.

"Pole cover" means the cover enclosing or decorating poles or other structural supports of a sign.

"Political sign" has the same meaning ascribed to it in Utah Code Title 20A, Chapter 17, as amended means a temporary sign used in connection with a local, state, or national election or referendum.

"Political sign owner" has the meaning ascribed to "sign owner" in Title 20A, Chapter 17, as amended.

"Premises" means a parcel of land with its appurtenances and buildings.

"Projection sign" means a sign, other than a flat wall sign, which is attached to and projects from a building

wall or other structure.

"Pylon Sign" means an independent sign, greater than 6 feet in height, structurally designed to be fully supported by the earth.

"Real estate sign" means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

"Roof line" means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys, or minor projections.

"Roof sign" means any sign erected over or on the roof of a building.

"Rotating sign" - see "animated sign, mechanically energized."

"Sign" means any device, structure, fixture, or placard using graphics, symbols, written copy, or other means for the primary purpose of identifying, providing directions to, or advertising any business establishment, product, goods, or services.

"Sign, area":

(1) Projecting and freestanding signs shall have only one side of any double- or multiple-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one or more individual cabinets: a rectilinear line of not more than eight sides shall be drawn around and enclosing the perimeter of each cabinet or module. The line lengths and angles shall be measured and the enclosed area calculated. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc., provided that there is no written advertising copy on such embellishments.

(2) The area of wall signs shall be within a single, continuous perimeter composed of any rectilinear line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area containing the letters.

"Snipe sign" means a temporary sign or poster affixed to a tree, fence, utility pole, or similar object or to the ground.

"Subdivision identification sign" means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.

"Temporary sign" means a sign not constructed or intended for long-term use.

"Temporary special event sign" means a sign announcing an event that is scheduled and open to the public. The term "temporary special event" shall not include a grand opening sale, a closing sale, a garage sale, or other similar events.

"Twirl time" means the time it takes for static text, images, and graphics on an electronic sign to change to different text, images, or graphics on a subsequent sign

face.

"Under-canopy sign" means a sign suspended beneath a canopy, ceiling, roof, or marquee.

"Use" means the purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

"Vehicle sign" means a vehicle utilized for the primary purpose of displaying a sign or of identifying, providing directions to, or advertising any establishment, product, goods, or services. The word "vehicle" includes cars, trucks, and trailers.

(1) Example: a vehicle parked for several days at a location apparently unrelated to the sign on the vehicle is a vehicle sign.

(2) Example: a vehicle containing a sign and parked at the owner's or operator's place of residence or employment is not a vehicle sign.

(3) Example: a bus, taxi, other vehicle containing a sign and operating during the normal course of business is not a vehicle sign.

"Wall sign" means a sign attached essentially parallel to and extending not more than 24 inches from the wall of a building with no copy on the sides or edges. This definition includes painted, individual letter, and cabinet signs, and signs on a mansard.

"Wheeled sign" means any sign moved upon or attached to one or more wheels that is not a vehicle sign.

"Window sign" means a sign installed or painted on the inside of a window and intended to be viewed from the outside.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 2010-06, 05-19-2010) (Ord. 2005-21, 09-21-2005)
(Ord. 2005-08, 04-20-2005) (Ord. 1994-27, 12-19-1994)

7-25-4. Signs prohibited.

The following signs are prohibited in all zoning districts:

- (1) abandoned signs;
- (2) animated signs, but not changeable copy signs;
- (3) banner signs exceeding 48 square-feet, pennants, festoons, and search lights, except temporary special event signs;
- (4) signs imitating or resembling official traffic or government signs or signals;
- (5) signs, other than government signs and A-frame signs, placed on any public right-of-way, **except insofar as political signs on public rights-of-way are regulated by Utah Code Title 20A, Chapter 17, as amended;**
- (6) signs on the premises of a home occupation advertising that home occupation except as identified in Section 7-25-13;
- (7) off-premise signs and billboards;
- (8) handheld signs;
- (9) vehicle signs;

(10) wheeled signs;

(11) snipe signs;

(12) roof signs;

(13) inflatable signs located in the Downtown Overlay District;

(14) inflatable signs exceeding ten feet in height and two feet in width; and,

(15) all other signs not permitted by this Chapter.

(Ord. 2020-41, 20-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-4.1 Electronic billboards prohibited.

The conversion, remodeling, rehabilitation, or upgrade of an existing off-premise sign or billboard to an electronic sign or digital sign is prohibited.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)

7-25-5. Permits required.

Unless otherwise provided by this chapter, all signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or for a change of copy on painted, printed, or changeable copy signs.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-6. Signs not requiring permits.

Political signs regulated under Utah Code Title 20A, Chapter 17, as amended, are exempted from permitting requirements. In addition, the following types of signs are exempted from permit requirements but must be in conformance with all other requirements of this chapter:

- (1) construction signs of 16 square-feet or less;
 - (2) directional/information signs of nine square-feet or less;
 - (3) holiday or special events decorations;
 - (4) nameplates of two square-feet or less;
 - ~~(5) political signs;~~
 - ~~(56) public signs or notices, or any sign relating to an emergency;~~
 - ~~(67) real estate signs;~~
 - ~~(78) window signs;~~
 - ~~(89) A-frame signs;~~
 - ~~(910) banner signs;~~
 - ~~(101) incidental signs, and,~~
 - ~~(112) temporary special event signs under Section 7-25-12(9)(f)(ii); and,~~
 - ~~(123) registered 501(c)(3) organization, schools, and civic organizations fundraising event signs under Section 7-25-12(8).~~
- (Ord. 2020-41, 10-07-2020) (Ord. 2017-13, 06-07-2017)
(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)
(Ord. 1994-27, 12-19-1994)

7-25-7. Maintenance.

All signs shall be properly maintained. Exposed

surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The Department shall have the right under Section 7-25-30 to order the repair or removal of any sign which is defective, damaged, or substantially deteriorated.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-8. Electronic signs.

Where allowed, electronic signs shall conform to the following standards.

(1) Motion. Any motion or appearance of motion is prohibited on an electronic sign face.

(2) Dwell time. Dwell time shall be at least three seconds.

(3) Twirl time. Twirl time shall not exceed 0.25 seconds.

(4) Brightness. Signs shall not exceed 20% of the total space of the illuminated sign to be white or yellow.

(5) Controls. All electronic signs shall contain automatic dimming controls or photocell mechanisms or technologies that automatically adjust sign brightness, dwell time, twirl time, and motion to the standards of this Section.

(6) Size. The maximum portion of a sign that is allowed to be electronic, as opposed to static image, is 75%.

(7) Verification.

The City shall have the right to verify compliance, or to receive additional verification of compliance, with the standards of this Section, upon request.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)

7-25-8.1 Lighting.

Unless otherwise prohibited by this Chapter, all signs may be illuminated.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)
(Ord. 1994-27, 12-19-1994)

7-25-9. Changeable copy.

Unless otherwise specified by this chapter, any sign allowed by this Chapter may be a changeable copy sign.
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-10. Sign contractor's license.

No person may engage in the business of erecting, altering, relocating, constructing, or maintaining signs without a valid contractor's license and all required state and federal licenses.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-11. Indemnification and insurance.

(1) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall agree to hold harmless and indemnify the City, its officers, agents, and employees against any and all claims

of negligence arising from such work.

(2) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall file with the City Recorder a satisfactory certificate of insurance to indemnify the City against liability.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-12. Signs permitted in all zoning districts.

The following signs are allowed in all zoning districts:

(1) all signs not requiring permits, except those signs prohibited by Section 7-25-4;

(2) one nonilluminated sign for each street frontage of a construction project, not to exceed 48 square feet in sign area in residential zones or 64 square feet in sign area in all other zones, and such signs may be erected 60 days prior to beginning of construction and shall be removed 30 days following completion of construction;

(3) one nonilluminated real estate sign per lot or premises not to exceed twelve square feet in sign area, and such signs must be removed 15 days following sale, rental or lease of the real estate involved;

(4) one nonilluminated attached building nameplate per occupancy, not to exceed two square feet in sign area;

(5) political signs, **as regulated by Utah Code Title 20A, Chapter 17, as amended;**

(6) directional/information signs;

(7) off-site directional signs, not to exceed nine square feet in area, announcing an event which is open to the public and which has a duration of less than seven days. Off-site directional signs allowed under this Section may be placed no sooner than ten days prior to the event opening and shall be removed by the sign permit applicant within three days after the event closing;

(8) Registered 501(c)(3) organizations, schools, and civic organizations fundraising event signs shall be subject to the following time, place, and manner standards:

(a) shall not exceed 12 square-feet in area;

(b) may be ground-mounted or wall-mounted, but not roof-mounted;

(c) if ground-mounted,

(i) shall not exceed four feet in height;

(ii) shall not be located within a clear view

zone; and,

(iii) shall not have more than two faces;

(d) may be located on any private property with the property owner's prior written authorization, which shall be made available for verification if requested by the city;

(e) shall not exceed four signs per event;

(f) shall not exceed five business days in duration;

(9) temporary special event signs. A temporary special event sign shall be subject to the following time, place, and manner standards:

- (a) shall not exceed 48 square-feet in area;
- (b) may be ground-mounted or wall-mounted, but not roof-mounted;
- (c) if ground-mounted,
 - (i) shall not exceed four feet in height;
 - (ii) shall not be located within a clear view zone; and,
 - (iii) shall not have more than two faces;
- (d) may be located on any private property with the property owner's written authorization;
- (e) shall not exceed four signs per event; and,
- (f) may be displayed at the following times:
 - (i) four display periods in each calendar year each not to exceed 21 total days prior, during and after the scheduled event, subject to both a permit and a fee, as listed in the Tooele City Fee Schedule, for each display period; and,
 - (ii) the following established display periods:

(A) Martin Luther King Day (Third Monday of January): up to five days before and including the holiday;

(B) Valentine's Day (February 14): up to five days before and including the holiday;

(C) President's Day (Third Monday of February): up to five days before and including the holiday;

(D) Mother's Day (Second Sunday in May): up to five days before and including the holiday;

(E) Easter: up to five days before and including the holiday;

(F) Memorial Day (Last Monday in May): up to five days before and including the holiday;

(G) Father's Day (Third Sunday in June): up to five days before and including the holiday;

(H) Independence Day (July 4): up to five days before and including the holiday;

(I) Pioneer Day (July 24): up to five days before and including the holiday;

(J) Labor Day (First Monday in September): up to five days before and including the holiday;

(K) Veteran's Day (November 11): up to five days before and including the holiday;

(L) Thanksgiving Day (Fourth Thursday in November): up to ten days before and including the holiday; and,

(M) Christmas Day (December 25) and New Year's Day (January 1): up to 23 days beginning December 10 and ending January 2;

(10) grand opening signs, not to exceed 30 days per calendar year; and,

(11) closing sale signs.
(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 2011-10, 04-06-2011)
(Ord. 2010-06, 05-19-2010) (Ord. 2008-12, 09-03-2008)

7-25-13. Signs permitted in residential zones.

- (1) Signs are allowed as follows in residential zones:
 - (a) all signs as permitted in Section 7-25-12;
 - (b) one subdivision identification sign per street frontage, neighborhood, subdivision or development, not to exceed 48 square feet in sign area in each location;
 - (c) one identification sign per entrance to apartment or condominium complexes, not to exceed 36 square feet in sign area;
 - (d) for permitted nonresidential uses, including churches and synagogues, one freestanding sign, not to exceed 48 square feet in sign area, and one wall sign not to exceed 48 square feet in sign area, except window signs or a sign hung from the front door, no larger than 24 x 18 inches, advertising a home occupation are prohibited;
 - (e) one bus bench sign at each bona fide stop along a public transit route provided the owners of the benches are authorized to operate in Tooele City and advertising on the benches does not exceed 20 square feet in area.

(2) All allowed freestanding signs in residential zones shall have a maximum height limit of six feet and shall have a setback of 15 feet from any public right-of-way.
(Ord. 2020-41, 10-07-2020) (Ord. 1994-27, 12-19-1994)

7-25-14. Signs permitted in commercial zoning districts.

- (1) Signs are allowed as follows in commercial zoning districts:

(a) all signs as permitted in Sections 7-25-12 and 7-25-13;

(b) one low profile sign per street frontage;

(c) one pylon sign per street frontage provided, however, that:

(i) building sites located adjacent to a controlled access arterial road (i.e., 106 foot right-of-way) may have no more than one pylon sign for every full 300 feet of road frontage;

(ii) building sites located adjacent to a limited access collector road (i.e., 84-foot right-of-way) may have no more than one pylon sign for every full 175 feet of road frontage;

(iii) building sites with less than the required frontage may aggregate their respective frontages to qualify for a pylon sign and collocate on the sign pursuant to written collocation agreement filed with the City;

(iv) building sites with more than one street frontage shall be limited to one pylon sign;

(v) building sites not located adjacent to a controlled access arterial road or limited access collector road shall not have a pylon sign located within 200 feet of said arterial or 100 feet of said collector, respectively;

(vi) building sites not located adjacent to a controlled access arterial road or limited access collector road may collocate on an existing pylon sign by

contractual arrangement, not as a matter of entitlement, with the owners and/or tenants of building sites containing pylon signs; and

(vii) pylon signs shall comply with the following minimum design standards:

(A) shall not exceed one square-foot in sign area for each lineal foot of property frontage;

(B) shall not exceed 150 square-feet in area;

(C) shall not exceed 25 feet in height;

(D) shall not be placed closer than 50 feet from adjacent building site property lines; and,

(E) shall not be placed closer than ten feet from a right-of-way property line.;

(d) one wall sign, marquee sign or electric awning sign not to exceed 15% of the aggregate area of building elevation on which the signs are installed, to include window signs and wall-mounted banners;

(e) one under-canopy sign for each separate occupancy or separate entrance not to exceed eight square feet in sign area, and such signs must have a minimum clearance of eight feet to grade;

(f) Repealed. (Ord. 2008-12, 09-03-08).

(g) portable or wheeled signs for new business openings for not more than 15 days;

(h) one projection sign, which may project into the public way up to four feet when not in conflict with state requirements within a designated "Downtown Overlay" or "Mixed Use" zoning district. Projections must be no closer than ten feet horizontally from the top back of curb. The bottom of the sign shall not be less than seven feet above the top back of curb or not less than ten feet above the top back of curb when within a clear view zone;

(i) closing sale signs, subject to Section 5-3-18 (Limitation);

(j) feather signs pursuant to the following:

(i) feather signs shall be no taller than ten feet from the ground at the base of the sign;

(ii) feather signs shall not be located less than five feet from any street right-of-way;

(iii) feather signs shall not be located within any clear view area;

(iv) feather signs shall be allowed in a ratio of one sign for every 50 feet (portions thereof not qualifying for a sign) of street frontage along which the sign is posted; and,

(v) feather signs shall only be located on the property for which they represent or advertise; and,

(k) a business property may not to exceed three temporary signs in total;

(l) banner signs are to be used as supplemental signs only. Permanent signs are required prior to the use of a banner sign, except that new occupants may place a banner sign for a maximum of 75 days while waiting for a permanent sign to be manufactured and installed;

(m) banner signs are allowed pursuant to the

following standards:

(i) Size and dimension. Banner signs shall not exceed 48 square feet nor four feet in height.

(ii) Number of signs. Each business shall have no more than one banner sign. Banner signs are in addition to other signage allowed by this Chapter.

(iii) Appurtenances. No appurtenances may be added or attached to banner signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(iv) Lighting. Banner signs may not be directly illuminated.

(v) Maintenance. All businesses shall maintain their banner signs in good condition. Sagging, tattered, torn, dirty, or faded banners are not permitted.

(vi) Banner signs shall not impede the use of doors, windows, or exits, or interfere with pedestrian traffic on public or private walkways.

(vii) The City is authorized to remove, confiscate, and dispose of banner signs that do not comply fully with all of the above standards after giving business owner one business day notice prior to removal.

(n) (i) A-frame signs are allowed in the Downtown Overlay District and all commercial districts pursuant to the following standards:

(A) Location. The Downtown Overlay District is defined as extending from 100 South Street to Utah Avenue (200 North) and from 50 West Street to Garden Street (50 East). In the Downtown Overlay District only, A-frame signs may be located on the public sidewalk so long as an unobstructed six-foot pedestrian zone is maintained between the building and the signs. In the Downtown Overlay District only, A-frame signs may be located in the public park strip. A-frame signs may be located in front of the building in which the business advertising on the sign is located. For businesses co-locating on a sign, the sign must be located in front of one of the buildings or building units in which the businesses advertising on the sign are located.

(B) Size and dimension. A-frame signs shall not exceed 30 inches wide and 36 inches tall.

(C) Time. To facilitate maintenance of the public park strips and sidewalks, A-frame signs may be placed within the public right-of-way only between the hours of 8:00 a.m. and 10:00 p.m.

(D) Number of signs. Each business within the Downtown Overlay District and commercial zones shall be allowed in a ratio of one A-frame sign for every ten feet of business property frontage, but not to exceed three total permitted signs temporary signs. A-frame signs shall be spaced at minimum ten feet apart. A-frame signs are in addition to other signage allowed by this Chapter but not to exceed three total permitted temporary signs.

(E) Appurtenances. No appurtenances may be added or attached to A-frame signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(F) Lighting. A-frame signs may not be directly illuminated.

(G) Maintenance. All businesses shall maintain their A-frame signs in good order. The term "good order" shall include the following: fully painted inside and out; readable copy firmly affixed to the sign; no rotting or broken wood, hinges, chains, or other parts.

(ii) The City is authorized to remove, confiscate, and dispose of A-frame signs that do not comply fully with all of the above standards with at least one business day notice to the property owner prior to removal.

(2) In commercial zones, where an occupancy is on a corner lot, a minimum clear view zone is to be maintained in a triangulated area at the point of intersection to allow an unobstructed view of oncoming traffic.

(3) In commercial zones, pylon signs shall maintain a minimum clearance of ten feet over any pedestrian use and 14 feet over any vehicular way.

(4) All signs must comply with lighting and other minimum design standards set forth in this Title. (Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 2005-08, 04-20-2005) (Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-14.1. A-frame signs in the Downtown Overlay District. (Repealed.) (Ord. 2020-41, 10-07-2020) (Ord. 2012-21, 11-21-2012)

7-25-15. Signs permitted in industrial zoning districts.

(1) Signs are allowed as follows in industrial zoning districts:

(a) all signs as permitted in Sections 7-25-12, 7-25-13 and 7-25-14;

(b) one freestanding sign per street frontage not to exceed one square foot of sign area for each lineal foot of property frontage. Signs must not project beyond property lines nor exceed a height of 35 feet. Where street frontage exceeds 300 lineal feet, one additional freestanding sign may be allowed per 300 foot increment;

(c) wall signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. Electric awning signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. The combination of wall signs and electric awning signs shall not exceed 30% of the allowed wall area;

(d) projecting signs instead of any wall or freestanding signs provided they do not project beyond the property line and maintain a clearance of ten feet over pedestrian area, and 14 feet over vehicular ways;

(e) roof signs where no other sign types can provide effective identification, but they shall be constructed so as to conceal all structure and fastenings, and the height of the roof sign shall not exceed 20% of the total height of the building to which it is attached; and,

(f) incidental signs not to exceed four square-feet in aggregate area per occupancy.

(2) All signs in industrial zones must maintain minimum clearances and construction electrical standards. (Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-16. Nonconforming signs.

Existing signs which do not conform to the specific provisions of this Chapter may be eligible for the designation "legal nonconforming" provided that:

(1) the Department determines that such signs are properly maintained and do not in any way endanger the public; and,

(2) the sign was installed in full compliance with a valid City permit, with a valid City variance (not including a use variance), or with all applicable City laws on the date of installation. (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-17. Loss of legal nonconforming status.

A legal nonconforming sign shall lose this designation if:

(1) the sign is relocated or replaced; or,
(2) the structure or size of the sign is altered in any way except toward compliance with this chapter. This does not refer to change of copy or maintenance. (Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-18. Maintenance and repair of nonconforming signs.

Legal nonconforming signs are subject to all requirements of this Code regarding safety, maintenance, and repair. A legal nonconforming sign may be reconstructed and restored if it is involuntarily destroyed in whole or in part due to fire or other calamity, unless the sign is an abandoned sign. Maintenance shall not include the conversion, modification, remodel, or upgrade of a sign to an electronic sign or digital sign. (Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-19. Signs in clear view zones - signs in the public right-of-way.

(1) Signs in excess of three feet above curb grade or support poles larger than 12 inches in diameter may not be installed in clear view zones. Freestanding signs must have at least ten feet clearance to grade.

(2) **Except insofar as political signs on public rights-of-way are regulated by Utah Code Title 20A, Chapter 17, as amended,** ~~no~~ signs may be located in the public right-of-way except A-frame signs and signs owned and installed by the City or the State of Utah. The Department is authorized to remove, confiscate, and dispose of all signs placed in the public right-of-way in violation of this Chapter.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2012-21, 11-21-2012) (Ord. 1994-27, 12-19-1994)

7-25-20. Abandoned signs.

(1) Except as otherwise provided in this Chapter, any on-premise sign which is located on property that is undeveloped or becomes vacant and unoccupied for a period of one month or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of three months or more.

(2) Any off-premise sign which no longer, and for a period of two consecutive months, advertises goods, products, services or facilities available to the public or which directs persons to a different location where such goods, products, services or facilities are not for a period of two consecutive months available, shall be deemed to have been abandoned.

(3) Abandoned signs shall be removed by the owner of the premises on which the sign is located.

(4) All abandoned signs become a nuisance, per Section 8-4-8 (Nuisance abatement), after six months of evidence of abandonment and as designated by the Building Official.

(5) Abandoned signs do not include political signs which are regulated by Section 7-25-30.1 of this Code, and Utah Code Title 20A, Chapter 17, as amended.
(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 1994-27, 12-19-1994)

7-25-21. Construction specifications.

All signs shall be installed in compliance with building and electrical codes as adopted by the City.
(Ord. 1994-27, 12-19-1994)

7-25-22. Community Development Department duties.

(1) The Department is authorized to process applications for permits, hold public hearings as required, and enforce and carry out all provisions of this Chapter. The Department is authorized to enforce regulations and procedures consistent with this Chapter.

(2) Department personnel are empowered, upon presentation of proper credentials, to enter or inspect any building, structure, or premises in the City for the purpose of inspection of a sign and its structural and electrical connections to ensure compliance with all applicable codes and ordinances. Such inspections shall be carried out during business hours unless an emergency exists.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-23. Application for permits.

Application for a permit for the erection or relocation of a sign shall be made to the Department upon a form

provided by the Department and shall include the following information:

- (1) name and address of the owner of the sign;
- (2) street address or location of the property on which the sign is to be located, along with the name and address of the property owner;
- (3) the type of sign or sign structure as defined in this Chapter;
- (4) a site plan with measurements showing the proposed location of the sign along with the locations of all existing signs on the same premises; and,
- (5) specifications and drawings showing the materials, design, dimensions, components, structural supports, and electrical components of the proposed sign.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-24. Permit fees.

All applications for permits filed with the Department shall be accompanied by a payment of the permit fee for each sign as established by the City.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-25. Issuance and denial.

(1) The Director shall issue a permit for the erection, structural alteration, or relocation of a sign within five business days of receipt of a completed application, provided that the sign complies with all applicable laws and regulations of the City. In all applications, where a matter of interpretation arises, the more specific definition or higher standard shall prevail.

(2) When a permit is denied, the Zoning Administrator shall, within five business days, give a written notice to the applicant along with a brief statement of the reasons for denial, citing code sections and interpretation of possible nonconformity. The Zoning Administrator may suspend or revoke an issued permit for any false statement or misrepresentation of fact in the application.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-26. Permit conditions, refunds and penalties.

(1) If a permit is denied, the permit fee will be refunded to the applicant.

(2) If no inspections have been made and no work authorized by the permit has been performed, the permit fee may be refunded to the applicant upon request, provided that the permit is returned to the Department within five business days of issuance.

(3) If any sign is installed or placed on any property prior to receipt of a permit, the specified permit fee shall be doubled. However, payment of the doubled fee shall not relieve any person of any other requirements or penalties prescribed in this Chapter.

(2020-41, 10-07-2020)(Ord. 2013-03, 06-19-2013)(Ord. 2010-06, 05-19-2010)(Ord. 1994-27, 12-19-1994)

7-25-27. Inspection upon completion.

(1) Any person installing, structurally altering, or relocating a sign for which a permit has been issued shall notify the Department upon completion of the work. The Department may require a final inspection, including an electrical inspection and inspection of footings on freestanding signs.

(2) The Department may require at the time of issuance of a permit that written notification for an inspection be submitted prior to the installation of certain signs.

(Ord. 2010-06, 05-19-2010)(Ord. 1994-27, 12-19-1994)

7-25-28. Variances.

Any person or entity desiring a waiver or modification of the requirements of this Chapter as applied to a sign, an application for sign permit, or a parcel of property upon which a sign is located or is applied to be located may apply ~~to the Board of Adjustment~~ for a variance from the terms of this Chapter under Section 2-4-7 (Variances) of this Code.

(Ord. 2013-03, 06-19-2013)(Ord. 2010-06, 05-19-2010)(Ord. 1994-27, 12-19-1994)

7-25-29. Violations Procedure.

(1) When a violation of this Chapter exists, the Zoning Administrator shall issue a written order to the alleged violator. The order shall specify those sections of this Chapter the individual may be in violation of and shall state that the individual has ten days from the date of the order in which to correct the alleged violation or appeal to the Director.

(2) If, upon inspection, the Department finds that a sign is abandoned or structurally, materially, or electrically defective, or in any way endangers the public, the Zoning Administrator or Building Official shall issue a written order to the owner of the sign and occupant of the premises stating the nature of the violation and requiring the repair or removal of the sign within five days of the date of the order.

(Ord. 2024-23, 08-21-2024)(Ord. 2020-41, 10-07-2020)(Ord. 2013-03, 06-19-2013)(Ord. 2010-06, 05-19-2010)(Ord. 1994-27, 12-19-1994)

7-25-30. Removal of signs.

(1) The Zoning Administrator may cause the removal and disposal of illegal temporary signs with one business day notice to the sign or property owner. Temporary signs located in the public right-of-way or on public property can be removed without prior notice to the sign owner.

(2) The Zoning Administrator and/or Building Official may cause the removal of an illegal sign in cases of emergency or for failure to comply with the written

orders of removal or repair. After removal or demolition of the sign, a notice shall be mailed to the sign owner stating the nature of the work and the date on which it was performed and demanding payment of the costs as certified by the Department.

(3) If the amount specified in the notice is not paid within five business days of the notice, it shall become an assessment upon a lien against the property of the sign owner, and will be certified as an assessment against the property together with a 10% penalty for collection in the same manner as the real estate taxes.

(4) The owner of the property upon which the sign is located shall be presumed to be the owner of all signs thereon unless facts to the contrary are brought to the attention of the Department, as in the case of a leased sign.

(5) For purposes of removal, the definition of sign shall include all sign embellishments and structures designed specifically to support or be a part of the sign.

(6) In cases of emergency, the Zoning Administrator and/or Building Official may cause the immediate removal of a dangerous or defective sign without notice. Signs removed in this manner must present a hazard to the public safety.

(7) Any temporary sign caused to be removed by the Zoning Administrator or Building Official shall be held for a minimum of five business days before disposal. The owner of the removed sign may retrieve the sign during the time the sign is held but shall not re-install the sign unless done according to and in conformance with the terms of this Chapter.

~~(8) This Section shall not apply to political signs, which are regulated by Section 7-25-30.1 of this Code, and Utah Code Title 20A, Chapter 17, as amended.~~

~~(Ord. 2020-41, 10-07-2020)(Ord. 2015-02, 02-04-2015)(Ord. 2013-03, 06-19-2013)(Ord. 2010-06, 05-19-2010)(Ord. 1994-27, 12-19-1994)~~

7-25-30.1. Removal, safeguard, and disposal of political signs.

~~(1) In compliance with Utah Code Title 20A, Chapter 17, as amended, the Department may remove a political sign posted on public property that:~~

~~(a) does not comply with the regulations under Utah Code Title 20A, Chapter 17, as amended;~~

~~(b) remains posted beyond any time limits within Utah Code Title 20A, Chapter 17, as amended; or,~~

~~(c) is posted in such a way as to create a traffic, pedestrian, or line-of-sight hazard.~~

~~(2) The Department shall comply with Utah Code Title 20A, Chapter 17, as amended, as it pertains to the deposit, safekeeping, disposal, and any notice requirements for any political signs removed by the Department under this Section. The political signs shall be deposited in a location designated by the Director.~~

~~(3) If a political sign owner does not take possession of deposited political signs in a timely manner pursuant to~~

Utah Code Title 20A, Chapter 17, as amended, the City shall assess upon the political sign owner a political sign safekeeping reimbursement fee, as established by the City. The Department shall serve upon the political sign owner notice of the political sign safekeeping reimbursement fee in compliance with Utah Code Title 20A, Chapter 17, as amended. A political sign owner may challenge whether the political sign safekeeping reimbursement fee is required, through the appeal process described in Section 7-25-32.

7-25-31. Violations.

(1) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable by civil citation as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$250 fine;
- (c) third and subsequent violations: \$500 fine.

(2) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

(Ord. 2024-23, 08-21-2024) (Ord. 2015-14, 04-15-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-32. Appeals.

(1) Any civil citation for a violation of this Chapter may be appealed directly to the Administrative Hearing Officer in accordance with Chapter 1-28 of this Code.

(2) Any appeal seeking to challenge the necessity of the assessment of a political sign safekeeping reimbursement fee may be appealed directly to the Administrative Hearing Officer in accordance with Chapter 1-28 of this Code.

(3) Except as otherwise described in this Section, any denial of an application for permit, or any other action or decision of Tooele City made pursuant to this Chapter, may be appealed in writing to the Director. ~~Any failure to respond to an application within five days of receipt of any decision rendered by an ordinance enforcement officer, a building official, the Zoning Administrator, or any authorized designee, in denying a permit or in alleging a violation of this Chapter may be appealed in writing to the Director.~~

~~—(2)—~~The action or decision being appealed shall not be stayed pending the outcome of any administrative appeals unless the Director finds that there is good cause to do so.

~~—(3)—~~The Director shall issue a written decision within 30 days of receipt of the appeal. A decision not issued with 30 days of receipt of the appeal shall be deemed a denial of the appeal.

~~—(4)—~~The decision of the Director may be appealed by filing a written appeal in accordance with Chapter 1-28 of this Code with the Mayor's office within ten days of the date of the Director's decision. ~~The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Director of the~~

~~date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class mail to the appellant.~~

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-33. Conflict.

If any portion of this Chapter is found to be in conflict with any other provision of any zoning, building, fire, safety, or health ordinance of the City, the provision which establishes the higher standard shall prevail.

(Ord. 1994-27, 12-19-1994)

7-25-34. Severability.

Should any word, phrase, sentence, or section of this Chapter be determined to be invalid for any reason by any court of competent jurisdiction wherein the validity of the said word, phrase, sentence, or section was at issue, the invalidity of said provision shall not affect the validity of the balance of this Chapter and said provision shall be considered severable from the balance of this Chapter to the extent that the meaning and clear intent of the balance is not materially affected.

(Ord. 2010-06, 05-19-2010)

7-25-35. Message substitution.

Subject to the land owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This Section does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

(Ord. 2010-06, 05-19-2010)

STAFF REPORT

May 22, 2026

To: Tooele City Planning Commission
Business Date: June 24, 2026

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Political Signs – City Code Text Amendment Request

Applicant: Tooele City
Request: Request for an amendment to Tooele City Code Title 7, Chapter 25: Signs; regarding the display of political signs in public rights-of-way, the removal of such political signs from public rights-of-way, the regulations of such political signs, and other such regulations concerning political signs as required by Utah Code Title 20A, Chapter 17.

BACKGROUND

During the 2026 General Session of the legislature of the State of Utah House Bill 33 (HB33) was passed providing additional provisions related to the location and display of political signs. The Tooele City Attorney has put together this ordinance amendment in order to amend the City's Sign Ordinance (7-25) and bring the ordinance into compliance with the recently adopted State law.

ANALYSIS

Tooele City's Sign Ordinance currently defines a political sign as a ***"temporary sign used in connection with a local, state, or national election or referendum."*** Political signs are currently prohibited in all public rights-of-way and are subject to removal. The public right-of-way is the section of property usually containing asphalt road way, curb, gutter, park strip and side walk, usually extending from inside edge of sidewalk to the adjacent side of the road to the other inside edge of sidewalk. The park strip is the unpaved area (usually landscaped) between the sidewalk and the curb. This area is a favored location for the prominent display of political signs and apparently the City's frequent removal of political signs from the right-of-way has finally reached the ears of our friends in the state legislature.

Ordinances Affected. Tooele City Code Title 7, Chapter 25. Signs.

The proposed amendment will add and remove language to the City's sign ordinance regarding the display and removal of political signs. A brief synopsis of those changes is described below. The actual code language is included in the exhibits section after this report.

1. Adds a new section to the code regarding "removal, safeguard, and disposal of political signs."
2. 7-25-2, adds a disclaimer that the City's sign ordinance is not intended to regulate political signs except as permitted by Utah State Code.
3. 7-25-3, clarifies the definition of abandoned sign to not include a political sign as defined by Utah State Code.
4. 7-25-3, amends the definition of a political sign to that of the Utah State Code.
5. 7-25-4, removes political signs from the "prohibited" signs section according to Utah State Code.
6. 7-25-6, exempts political signs from the permitting requirements as per Utah State Code.

7. 7-25-12, political signs are permitted in all zoned districts as per Utah State Code.
8. 7-25-19, exempts signs from the right-of-way prohibition as per Utah State Code.
9. 7-25-20, exempts political signs from consideration as abandoned signs as per Utah State Code.
10. 7-25-8, eliminates "Board of Adjustment" from the variances section of the code.
11. 7-25-30, add disclaimer that political signs are not subject to the removal requirements of other signs and are regulated by Utah State Code.
12. Adds a new section to the code about the removal, safeguard and disposal of political signs as required by Utah State Code.

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 not issued any comments.

Engineering and Public Works Review. The Tooele City Engineering Division and Public Works Department has completed their review of the City Code Text Amendment request and has issued the following comment:

1. No comments from the City Engineer or the Public Works Department.

Noticing. The City staff have issued appropriate public notice as required 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 affect 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 ordinance amendments to Tooele City Code Title 7, Chapter 25, Signs, regarding the removal, safeguard and disposal of political signs, 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 proposed ordinance amendments to Tooele City Code Title 7, Chapter 25, Signs, regarding the removal, safeguard and disposal of political signs, based on the following findings:”

1. List findings ...

EXHIBIT A

PROPOSED AMENDMENTS

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Political Signs Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Jordan D. Teuscher

Senate Sponsor: Evan J. Vickers

LONG TITLE

General Description:

This bill amends provisions related to political signs.

Highlighted Provisions:

This bill:

- defines terms;
- specifies the form and placement of the disclosure statement for political advertisements;
- creates an exception to political advertising disclosure requirements for certain candidate-paid political signs;
- reduces the size dimensions of a political sign that is exempt from disclosing, on the sign, the person who paid for the sign;
- prohibits a person from:
 - attaching a political sign to a utility pole, light pole, an electric utility box, a traffic control device, or any railroad sign or signal; or
 - affixing an object to a political sign for the purpose of blocking, concealing, or misrepresenting the message or image on the political sign;
- expands existing criminal penalties for defacing political signs to cover the conduct described above, and specifies exceptions for:
 - a person who removes a political sign that does not contain the disclosure described above;
 - a person who removes a political sign that violates the prohibition on electioneering in or near a polling place;
 - a government employee who removes a political sign in the course of the government employee's duties;
 - a person who removes an object that blocks or conceals a political sign; or

- a person who removes a political sign that is attached to a utility pole, light pole, an electric utility box, a traffic control device, or any railroad sign or signal;
- requires each county and municipality to designate one or more locations where a person who removes a political sign may deposit the political sign for safekeeping or disposal;
- requires a person who removes a political sign under specified circumstances to deposit the sign at a designated location described above;
- for a county or municipality that receives a political sign, requires the county or municipality to:
 - contact the owner of the political sign; and
 - notify the owner to take possession of the political sign;
- authorizes a county or municipality to, in certain circumstances:
 - dispose of a political sign; and
 - seek reimbursement from the owner of the political sign for the sign's safekeeping or disposal;
- prohibits a county or municipality from prohibiting a property owner or lawful occupant of property adjacent to a park strip from posting a political sign on the park strip; and
- makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:**AMENDS:**

20A-11-901 (Effective 01/01/27), as last amended by Laws of Utah 2022, Chapter 18

20A-17-102 (Effective 05/06/26), as enacted by Laws of Utah 2014, Chapter 238

20A-17-103 (Effective 05/06/26), as last amended by Laws of Utah 2023, Chapter 15

ENACTS:

20A-17-101.5 (Effective 05/06/26), Utah Code Annotated 1953

20A-17-104 (Effective 05/06/26), Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **20A-11-901** is amended to read:

20A-11-901 (Effective 01/01/27). Political advertisements -- Requirement that ads designate responsibility and authorization -- Report to lieutenant governor --

Unauthorized use of endorsements.

(1)(a) Whenever any person makes an expenditure for the purpose of financing an advertisement expressly advocating for the election or defeat of a clearly identified candidate, or solicits any contribution through any broadcasting station, newspaper, magazine, outdoor advertising facility, direct mailing, or any other type of general public political advertising, the advertisement:

(i) if paid for and authorized by a candidate or the candidate's campaign committee, shall clearly state that the advertisement has been paid for by the candidate or the campaign committee;

(ii) if paid for by another person but authorized by a candidate or the candidate's campaign committee, shall clearly state who paid for the advertisement and that the candidate or the campaign committee authorized the advertisement; or

(iii) if not authorized by a candidate or a candidate's campaign committee, shall clearly state the name of the person who paid for the advertisement and state that the advertisement is not authorized by any candidate or candidate's committee.

(2)(a) A person that makes an expenditure for the purpose of financing an advertisement related to a ballot proposition shall ensure that the advertisement complies with Subsection (2)(b) if the advertisement expressly advocates:

(i) for placing a ballot proposition on the ballot;

(ii) for keeping a ballot proposition off the ballot;

(iii) that a voter refrain from voting on a ballot proposition; or

(iv) that a voter vote for or against a ballot proposition.

(b) An advertisement described in Subsection (2)(a) shall:

(i) if paid for by a political issues committee, clearly state that the advertisement was paid for by the political issues committee;

(ii) if paid for by another person but authorized by a political issues committee, clearly state who paid for the advertisement and that the political issues committee authorized the advertisement; or

(iii) if not authorized by a political issues committee, clearly state the name of the person who paid for the advertisement and state that the advertisement is not authorized by any political issues committee.

(3) The disclosure statement described in Subsections (1) and (2) shall:

(a) clearly and conspicuously identify for the reader, observer, or listener the person who paid for the advertisement and, where required, the authorization related to the

advertisement; and

- (b) if the advertisement is a billboard or outdoor advertising facility, include text that is large enough to be easily readable by an ordinary observer at a reasonable distance from which the advertisement is intended to be viewed.

~~[(3)]~~ (4) The requirements of Subsections (1) and (2) do not apply to:

- (a) ~~[lawn signs with dimensions of four by eight feet or smaller]~~ an advertisement that is a political sign, as that term is defined in Section 20A-17-101.5, that:

(i) is less than 24 by 18 inches; or

(ii)(A) is paid for and authorized by a candidate or the candidate's campaign committee; and

(B) clearly and conspicuously identifies that candidate by name;

- (b) bumper stickers;
- (c) campaign pins, buttons, and pens; or
- (d) similar small items upon which the ~~[disclaimer]~~ disclosure statement cannot be conveniently printed.

~~[(4)]~~ (5)(a) A person who is not a reporting entity and pays for an electioneering communication shall file a report with the lieutenant governor within 24 hours of making the payment or entering into a contract to make the payment.

(b) The report shall include:

- (i) the name and address of the person described in Subsection ~~[(4)(a)]~~ (5)(a);
- (ii) the name and address of each person contributing at least \$100 to the person described in Subsection ~~[(4)(a)]~~ (5)(a) for the purpose of disseminating the electioneering communication;
- (iii) the amount spent on the electioneering communication;
- (iv) the name of the identified referenced candidate; and
- (v) the medium used to disseminate the electioneering communication.

~~[(5)]~~ (6) A person may not, in order to promote the success of any candidate for nomination or election to any public office, or in connection with any question submitted to the voters, include or cause to be included the name of any person as endorser or supporter in any political advertisement, circular, poster, or publication without the express consent of that person.

~~[(6)]~~ (7)(a) It is unlawful for a person to pay the owner, editor, publisher, or agent of any newspaper or other periodical to induce the owner, editor, publisher, or agent to advocate or oppose editorially any candidate for nomination or election.

(b) It is unlawful for any owner, editor, publisher, or agent to accept any payment to advocate or oppose editorially any candidate for nomination or election.

Section 2. Section **20A-17-101.5** is enacted to read:

20A-17-101.5 (Effective 05/06/26). Definitions.

As used in this chapter:

(1) "Contact information" means:

(a) as it relates to a candidate for public office or the candidate's personal campaign committee:

(i) the address and telephone number for the candidate that the candidate designates on a declaration of candidacy as the address and telephone number where the candidate may be contacted to receive official election notices; or

(ii) if the address or telephone number described in Subsection (1)(a)(i) is a protected record under Section 63G-2-305, the alternative address or telephone number that the candidate filing the declaration of candidacy provides to the election officer; and

(b) as it relates to a filing entity other than a filing entity who is a candidate for public office, the name, address, and telephone number of an officer for the filing entity that the filing entity provides to the lieutenant governor in a statement of organization or financial statement filed under Chapter 11, Campaign and Financial Reporting Requirements.

(2) "Filing entity" means the same as that term is defined in Section 20A-11-101.

(3) "Local government entity" means:

(a) a county, municipality, or other political subdivision;

(b) a special district, as defined in Section 17B-1-102;

(c) a special service district, as defined in Section 17D-1-102;

(d) a local building authority, as defined in Section 17D-2-102;

(e) a conservation district, as defined in Section 17D-3-102;

(f) an independent entity, as defined in Section 63E-1-102;

(g) a public corporation, as defined in Section 63E-1-102;

(h) a public transit district, organized under Title 17B, Chapter 2a, Part 8, Public Transit District Act;

(i) a school district;

(j) a public school, including a charter school or other publicly funded school;

(k) a state institution of higher education;

(l) an entity that expends public funds; and

(m) each office, agency, or other division of an entity described in Subsections (3)(a) through (l).

(4) "Park strip" means the area of land located between a roadway and an adjacent sidewalk.

(5) "Political sign" means any sign that advocates:

(a) the election or defeat of a candidate for public office; or

(b) the approval or defeat of a ballot proposition.

(6)(a) "Public property" means any real property, building, or structure owned or leased by a local government entity.

(b) "Public property" does not include any real property, building, or structure during a period of time that the real property, building, or structure is rented out by a government entity to a private party for a meeting, convention, or similar event.

(7) "Railroad sign or signal" means the same as that term is defined in Section 41-6a-102.

(8)(a) "Roadway" means:

(i) a state highway, as described in Section 72-3-102;

(ii) a county road, as described in Section 72-3-103;

(iii) a city street, as described in Section 72-3-104;

(iv) a class D road, as described in Section 72-3-105; or

(v) a rail-based fixed guideway operated by a large public transit district.

(b) "Roadway" includes:

(i) the right-of-way for a roadway; and

(ii) infrastructure appurtenant to a roadway that is owned, maintained, or controlled by:

(A) a county or municipality;

(B) a large public transit district organized under Title 17B, Chapter 2a, Part 8, Public Transit District Act; or

(C) the Department of Transportation created in Title 72, Chapter 1, Part 2, Department of Transportation.

(9) "Sign owner" means a person who owns a political sign and, under Subsection 20A-11-901(1) or (2), is required to include a disclosure statement on the political sign. Section 3. Section 20A-17-102 is amended to read:

20A-17-102 (Effective 05/06/26). Political signs -- Prohibition on vandalism -- Exceptions.

[(1) Except as provided in Subsection (2), a person is guilty of a class B misdemeanor if the

person knowingly removes, alters, defaces, or otherwise vandalizes a sign:]

[(a) advocating the election or defeat of a candidate for public office; or]

[(b) advocating the approval or defeat of a ballot proposition.]

(1) Except as provided in Subsection (3) or (5), a person is guilty of a class B misdemeanor if the person knowingly:

(a) removes, disposes of, alters, defaces, or otherwise vandalizes a political sign; or

(b) attaches or affixes any object to a political sign, including another political sign, and the object:

(i) hides, blocks, obscures, or otherwise substantially conceals from view the message or image on the political sign; or

(ii) changes or misrepresents the intent of the message on the political sign.

(2) A person is guilty of an infraction if the person knowingly attaches or affixes a political sign to a utility pole, light pole, an electric utility box, a traffic control device, or any railroad sign or signal.

[(2)] (3) A person is not guilty of a violation of Subsection (1) if the person who engages in the conduct described in Subsection (1) is:

(a) [as it relates to a sign described in Subsection (1)(a), the candidate or an agent of the candidate] the sign owner;

(b) [as it relates to a sign described in Subsection (1)(b),]the person who placed the political sign, the person who directed the placement of the political sign, or an agent of either;

(c) a property owner of property or of a right-of-way adjacent to property on which the political sign is placed, or the property owner's agent; or

(d) a public official [who removes the sign in accordance with an official duty of the public official] or government employee who removes the political sign in accordance with the duties of the public official or government employee.

(4) A sign owner that posts or displays a political sign on a roadway shall ensure that the political sign is removed from the roadway no later than 14 calendar days after the day of the election to which the political sign relates.

(5) Notwithstanding Subsection (1)(a), any person may:

(a) in response to another person engaging in the conduct described in Subsection (1)(b), remove the object that is attached or affixed to the political sign;

(b) in response to another person engaging in the conduct described in Subsection (2), remove the political sign that is attached or affixed to a utility pole, light pole, an

- electric utility box, a traffic control device, or any railroad sign or signal;
- (c) remove a political sign that is posted or displayed on a roadway for longer than the time period described in Subsection (4); or
- (d) remove a political sign because:
- (i)(A) the size dimensions of the political sign are equal to or greater than the size dimensions described in Subsection 20A-11-901(4)(a); and
- (B) the political sign does not contain the disclosure statement described in Subsection 20A-11-901(1) or (2); or
- (ii) the political sign is posted or displayed in a location that violates the prohibition against electioneering described in Subsection 20A-3a-501(2)(a)(i).
- (6) A person who removes a political sign under Subsection (3)(d) or (5)(d) shall deposit the political sign at a location described in Subsection 20A-17-104(1).
- (7) Nothing in this section limits the prosecution or sentencing of a person who, while removing a political sign or an object attached or affixed to a political sign under Subsection (3) or (5), commits an offense under Title 76, Utah Criminal Code.
- Section 4. Section **20A-17-103** is amended to read:
- 20A-17-103 (Effective 05/06/26). Posting political signs on public property.**
- [~~(1) As used in this section:~~]
- [~~(a) "Local government entity" means:~~]
- [~~(i) a county, municipality, or other political subdivision;~~]
- [~~(ii) a special district, as defined in Section 17B-1-102;~~]
- [~~(iii) a special service district, as defined in Section 17D-1-102;~~]
- [~~(iv) a local building authority, as defined in Section 17D-2-102;~~]
- [~~(v) a conservation district, as defined in Section 17D-3-102;~~]
- [~~(vi) an independent entity, as defined in Section 63E-1-102;~~]
- [~~(vii) a public corporation, as defined in Section 63E-1-102;~~]
- [~~(viii) a public transit district, organized under Title 17B, Chapter 2a, Part 8, Public Transit District Act;~~]
- [~~(ix) a school district;~~]
- [~~(x) a public school, including a charter school or other publicly funded school;~~]
- [~~(xi) a state institution of higher education;~~]
- [~~(xii) an entity that expends public funds; and~~]
- [~~(xiii) each office, agency, or other division of an entity described in Subsections (1)(a)(i) through (xii).~~]

266 [~~(b) "Political sign" means any sign or document that advocates:]~~

267 [~~(i) the election or defeat of a candidate for public office; or]~~

268 [~~(ii) the approval or defeat of a ballot proposition.]~~

269 [~~(c)(i) "Public property" means any real property, building, or structure owned or~~
270 ~~leased by a local government entity.]~~

271 [~~(ii) "Public property" does not include any real property, building, or structure~~
272 ~~during a period of time that the real property, building, or structure is rented out~~
273 ~~by a government entity to a private party for a meeting, convention, or similar~~
274 ~~event.]~~

275 [~~(2)~~] (1) A local government entity, a local government officer, a local government
276 employee, or another person with authority or control over public property that posts or
277 permits a person to post a political sign on public property:
278 (a) shall permit any other person to post a political sign on the public property, subject to
279 the same requirements and restrictions imposed on all other political signs permitted
280 to be posted on the public property; and
281 (b) may not impose a requirement or restriction on the posting of a political sign if the
282 requirement or restriction is not politically neutral and content neutral.

283 (2) A local government entity may not prohibit a person from posting a political sign on a
284 park strip if the person:

285 (a)(i) is the owner or lawful occupant of property that is adjacent to the park strip; and
286 (ii) is required by a local ordinance or an agreement to maintain the park strip; or
287 (b) obtains consent to post the political sign from the person described in Subsection
288 (2)(a).

289 (3) Nothing in this section prohibits a local government entity from regulating the posting
290 of a political sign under this section to prevent a traffic, pedestrian, or line-of-sight
291 hazard.

292 Section 5. Section **20A-17-104** is enacted to read:

293 **20A-17-104 (Effective 05/06/26). Safeguarding and disposing of political signs --**
294 **County and municipal locations -- Reimbursement from sign owner.**

295 (1) Each county and each municipality shall designate one or more locations within the
296 county or municipality where an individual who removes a political sign under
297 Subsection 20A-17-102(3)(d) or (5)(d) may deposit the political sign for safekeeping or
298 disposal in accordance with this section.

299 (2) Subject to Subsection (3), and except as provided in Subsection (4), a county or

300 municipality that receives a political sign at a location described in Subsection (1) shall:

301 (a) safeguard the political sign;

302 (b) use reasonable efforts to obtain contact information for the sign owner:

303 (i) from the election officer for the election to which the political sign relates, if the
304 sign owner is a candidate for public office or the candidate's personal campaign
305 committee;

306 (ii) from the lieutenant governor, if the sign owner is a filing entity other than a filing
307 entity who is a candidate for public office or the candidate's personal campaign
308 committee; or

309 (iii) using any other lawful means available to the county or municipality;

310 (c) make a reasonable attempt to contact the sign owner by telephone; and

311 (d) notify the sign owner, either during a direct conversation or in a voicemail, that the
312 sign owner has five business days after the date of the notice to take possession of the
313 political sign.

314 (3) If a sign owner receives the notice described in Subsection (2)(d) but does not take
315 possession of the political sign by the deadline described in Subsection (2)(d), or, if a
316 county or municipality is unable to contact a sign owner under Subsection (2)(c), the
317 county or municipality may:

318 (a) dispose of the political sign; and

319 (b) seek reimbursement from the sign owner in accordance with Subsection (5) for the
320 cost of safekeeping or disposing of the political sign, if, during the same election
321 cycle:

322 (i) the county or municipality has, on three or more previous occasions, received a
323 political sign belonging to the same sign owner at a location described in
324 Subsection (1); and

325 (ii) on each occasion:

326 (A) the sign owner did not take possession of the political sign after receiving the
327 notice described in Subsection (2)(d); or

328 (B) the county or municipality was unable to contact the sign owner under
329 Subsection (2)(c).

330 (4) A county or municipality that receives a political sign at a location described in
331 Subsection (1) may dispose of the political sign if the county or municipality:

332 (a) cannot identify the sign owner; or

333 (b) cannot obtain contact information for the sign owner under Subsection (2)(b).

- 334 (5)(a) A county or municipality that seeks reimbursement under Subsection (3)(b) shall
335 mail a reimbursement notice to the sign owner using the contact information that the
336 county or municipality obtains under Subsection (2)(b).
- 337 (b) A reimbursement notice shall include:
- 338 (i) the number of political signs safeguarded or disposed of by the county or
339 municipality;
- 340 (ii) subject to Subsection (5)(c), the reimbursement amount; and
- 341 (iii) any other information deemed relevant by the county or municipality to obtain
342 reimbursement for safeguarding or disposing of the political sign.
- 343 (c) The reimbursement amount that a county or municipality may seek for a political
344 sign deposited at a location described in Subsection (1) may not exceed \$20 per
345 deposit incident, regardless of the number of political signs belonging to the same
346 sign owner that are included in that deposit.
- 347 (6)(a) Subject to Subsection (6)(b), a sign owner that receives a reimbursement notice
348 under Subsection (5) shall pay the amount specified in the notice no later than 30
349 calendar days after the day on which the reimbursement notice is received in the mail.
- 350 (b) A county or municipality shall provide the sign owner a reasonable opportunity to
351 establish, by a preponderance of the evidence, that the payment of reimbursement is
352 not required.
- 353 (7) A sign owner that receives a reimbursement notice under this section may use campaign
354 funds to pay the reimbursement amount specified in the notice.
- 355 **Section 6. Effective Date.**
- 356 (1) Except as provided in Subsection (2), this bill takes effect May 6, 2026.
- 357 (2) The actions affecting Section 20A-11-901 (Effective 01/01/27) take effect on January
358 1, 2027.

CHAPTER 25. SIGNS

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7-25-1. Title.

This chapter shall be known as the Tooele City Sign Ordinance.
(Ord. 1994-27, 12-19-1994)

7-25-2. General principles - purpose - scope.

(1) Tooele City is a growing community close to the Salt Lake City metropolitan area. The City has an economic base that relies increasingly on tourism and

retail sales activity. In order to preserve the City as a desirable community in which to live, recreate, and do business, a pleasing, visually attractive business environment is of foremost importance. The regulation of signs within the City is a highly contributive means by which to achieve this desired end. The sign regulations in this Chapter are prepared with the intent of enhancing the City's business environment and promoting the continued well-being of the City.

(2) It is the purpose of this Chapter to promote the public health, safety, and general welfare through a comprehensive system of reasonable, consistent, and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

(a) Enable the identification of places of residence and business.

(b) Allow for the communication of information necessary for the conduct of commerce.

(c) Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, excess illumination, animation, and excessive height, area, and bulk of signs which compete for the attention of pedestrian and vehicular traffic.

(d) Enhance the attractiveness and economic well-being of the City as a place to live, recreate, and conduct business.

(e) Protect the public from the dangers of unsafe, improperly placed, cluttered, and poorly maintained signs, as well as other hazardous conditions caused by signs.

(f) Permit signs that fit in their locational and architectural context and that aid pedestrian and vehicular orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.

(g) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.

(h) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.

(i) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.

(j) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

(k) Require signs to be constructed, installed, and maintained in a safe and aesthetic manner.

(l) Preserve and enhance the natural and scenic characteristics of this historic community.

(3) The use of signs is regulated according to zoning district. No sign shall be permitted as a main or accessory use except in accordance with the provisions of this Chapter.

(4) This Chapter is not intended to regulate building design, official traffic signs, ~~political signs not located in the public right-of-way~~, the copy and message of signs, signs not intended to be viewed from a public right-of-way, window displays, product dispensers and point of

purchase displays, scoreboards on athletic fields, flags of any nation, government, or noncommercial organization, gravestones, religious symbols, commemorative plaques, the display of street numbers, or any display or construction not defined herein as a sign. **This Chapter is also not intended to regulate political signs, except as provided in and permitted by Utah Code Title 20A, Chapter 17, as amended.**

(Ord. 2013-03, 06-19-2013); (Ord. 2010-06, 05-19-2010); (Ord. 1994-27, 12-19-1994)

7-25-3. Definitions.

As used in this chapter:

"A-frame sign" means a portable sign made of two pieces connected by hinges or other hardware and forming the shape of a capital "A" or an inverted "V" when in use.

"Abandoned sign" means a sign which no longer appears to identify, provide directions to, or advertise a current business establishment, service, product, good, event, or activity, or for which no legal owner or lessor can be found upon reasonable diligence.

"Abandoned sign" does not include a political sign as defined in Utah Code Title 20A, Section 17, as amended.

"Animated sign" means a sign or display manifesting either kinetic or illusionary motion occasioned by natural, manual, mechanical, electrical, or other means. Animated signs include:

(1) "naturally energized" signs whose motion is activated by wind or other atmospheric impingement. Wind driven signs include flags, sails, fins, banners, pennants, streamers, spinners, whirligigs, metallic disks, or other similar devices designed to move in the wind;

(2) "mechanically energized" signs manifesting a repetitious pre-programmed physical movement or rotation in either one or a series of planes activated by means of mechanically based drives; and,

(3) "electrically energized" signs which are illuminated signs whose motion or visual impression of motion is activated primarily by electrical means. Electrically energized animated signs are of two types:

(a) "flashing signs" which are illuminated signs exhibiting a pre-programmed repetitious cyclical interruption of illumination from one or more sources in which the duration of the period of illumination is either the same as or less than the duration of the period of darkness and in which the intensity of illumination varies from zero to 100% during the programmed cycle; and

(b) "illusionary movement signs" which are illuminated signs exhibiting the illusion of movement by means of a pre-programmed repetitious sequential switching action in which illuminated elements of the sign are turned on or off to visually simulate the impression of motion characteristic of chasing, running, blinking, oscillating, twinkling, scintillating, or expanding and contracting light patterns.

"Area" - see "sign, area."

"Awning" means a shelter projecting from and supported by the exterior wall of a building constructed of rigid or nonrigid materials on a supporting framework.

"Awning sign" means a sign painted on, printed on, or attached flat against the surface of an awning.

"Back lit awning" - see "electric awning sign."

"Banner sign" means a sign made of fabric or any nonrigid material with no enclosing framework.

"Billboard" - see "off-premise sign."

"Building" means any structure used or intended to be used for the shelter or enclosure of persons, animals, or property.

"Canopy (building)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by a building at one or more points or extremities and by columns or posts embedded in the ground at other points or extremities. It may be illuminated by means of internal or external sources.

"Canopy (freestanding)" means a rigid multi-sided structure covered with fabric, metal, or other material and supported by columns or posts embedded in the ground. It may be illuminated by means of internal or external sources.

"Canopy sign" means a sign affixed or applied to the exterior facing surface or surfaces of a building or freestanding canopy.

"Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric, electro-mechanical, or electronic means. Changeable signs include:

(1) "manually activated signs" whose alphabetic, pictographic, or symbolic information content can be changed or altered by manual means;

(2) "electrically activated signs" whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display surface composed of electrically illuminated or mechanically driven changeable segments. These signs include:

(a) fixed message electronic signs whose basic informational content has been pre-programmed to include only certain types of information projection, such as time, temperature, predictable traffic conditions, public service announcements, or other events subject to prior programming; and

(b) computer controlled variable message electronic signs whose informational content can be changed or altered by means of computer-driven electronic impulses.

"City" means the City of Tooele unless the context clearly discloses a contrary intent.

"Civic Organization" means a community-based company, club, committee, association, corporation, or any other organization or group of persons acting in concert which is composed of persons who are members thereof on a voluntary basis and which is primarily established to further educational, charitable, religious, cultural, or local economic development purposes.

"Clearance" (of a sign) means the smallest vertical distance between the grade of the adjacent street, highway, sidewalk, or street curb and the lowest point of any sign, including framework and embellishments,

extending over that grade.

"Clear view zone" means the area of a corner lot closest to the intersection which is kept free of visual impairment or obstruction in order to allow full view by both pedestrian and vehicular traffic, as further described in Tooele City Code Section 7-2-11.

"Closing sale sign" means a sign advertising a closing sale regulated by Chapter 5-3.

"Construction sign" means a temporary sign identifying an architect, contractor, subcontractor, and/or material supplier participating in construction on the property on which the sign is located.

"Copy" means the graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

"Department" means the Tooele City Community Development Department or successor department.

"Directional/information sign" means an on-premise sign giving directions, instructions, or facility information and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. Such signs may contain logo provided that the logo may not comprise more than 20% of the total sign area.

"Director" means the Director of the Community Development Department or authorized designee.

"Double-faced sign" means a sign with two faces essentially back-to-back.

"Dwell time" means the length of time that elapses between changes in the text, images, or graphics on an electronic sign.

"Electric awning sign" or "back lit awning" means an internally illuminated fixed space-frame structure with translucent, flexible reinforced covering designed in awning form and with graphics or copy applied to the visible surface of the awning.

"Electrical sign" means a sign or sign structure in which electrical wiring, connections or fixtures are used.

"Electronic message center" - see "changeable copy signs, electrically activated."

"Electronic sign" or "digital sign" means any sign, video display, projected image, or similar device with text, images, or graphics generated by solid state electronic components. Electronic signs include, but are not limited to, signs that use light emitting diodes (LED), plasma displays, fiber optics, or other technology that results in bright, high-resolution text, images, and/or graphics.

"Facade" means the entire building front including the parapet.

"Face of sign" means the area of a sign on which the copy is placed.

"Feather sign" means a generally narrow vertical temporary sign with or without copy where the sign is mounted onto a pole or individual mounting device with the intent of utilizing natural or man-made air movement.

"Festoons" means a string of ribbons, tinsel, small flags, or pinwheels.

"Flashing sign" - see "animated sign, electrically

energized."

"Frontage" means the length of the property line of any one premise along an adjacent public right-of-way.

"Frontage, building" means the length of an outside building wall facing a public right-of-way or other primary vehicular access.

"Government sign" means any temporary or permanent sign erected and maintained by the city, county, state, or federal government for traffic direction or for designation of or direction to any school, hospital, historical site, or public service, property, or facility.

"Ground sign" means a sign which is anchored to the ground similar to a pylon or freestanding sign, but which has a monolithic or columnar line and which maintains essentially the same contour from grade to top.

"Handheld sign" means a temporary sign carried or held by a person.

"Height (of a sign)" means the vertical distance measured from the highest point of the sign, excluding decorative embellishments, to the grade of the adjacent street or the surface grade beneath the sign, whichever is less.

"Identification sign" means a sign whose copy is limited to the name and address of a building, institution, or person or to the activity or occupation being identified.

"Illegal sign" means a sign which does not conform fully to the requirements of this Chapter and which has not received legal nonconforming status.

"Illuminated sign" means a sign with an artificial light source incorporated internally or externally for the purpose of illuminating the sign.

"Incidental sign" means a small sign, emblem or decal informing the public of goods, facilities, or services available on the premises, e.g., a credit card sign or a sign indicating hours of business.

"Inflatable" means any display, with or without copy, that has a final shape supported by gasses enclosed within a container or is continuously supported by blown air.

"Lot" means a parcel of land legally defined on a subdivision map recorded with the county recorder, or a parcel of land defined by a legal record or survey map.

"Low profile sign" or "monument sign" means a sign mounted directly to the ground with maximum height not to exceed 6 feet and a maximum area not to exceed 40 square-feet.

"Maintenance" means the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design, mechanism, or structure of a sign.

"Mansard" means a sloped roof or roof-like facade architecturally comparable to a building wall.

"Marquee" means a permanent roof-like structure or canopy of rigid materials supported by and extending from the facade or any exterior wall of a building.

"Marquee sign" means any sign attached to or supported by a marquee structure.

"Monument sign" - see "low profile sign."

"Motion" means the depiction of movement or change of position of text, images, or graphics on a sign. Motion

shall include visual effects such as dissolving and fading text and images, running sequential text, graphic bursts, lighting that resembles zooming, twinkling or sparkling, changes in light or color, transitory bursts of light intensity, moving patterns or bands of light, expanding or contracting shapes, and similar actions.

"Multiple-faced sign" means a sign containing 3 or more faces, not necessarily in back-to-back configuration.

"Nameplate" means a nonilluminated on-premise identification sign giving only the name, address, and/or occupation of an occupant or group of occupants.

"Nonconforming sign" means a sign which was erected legally, but which does not comply with the subsequently enacted provisions of this Chapter.

"Occupancy" means the portion of a building or premises owned, leased, rented, or otherwise lawfully occupied for a given use.

"Off-premise sign" or "billboard" means a sign structure advertising an establishment, merchandise, service, product, or entertainment which is not sold, produced, manufactured, or furnished at the property on which the sign is located.

"Off-site directional sign" means a sign which provides directional assistance to access an establishment conveniently and safely.

"On-premise sign" means a sign which pertains to the use of the premises or property on which it is located.

"Owner" means a person recorded as such on official land or business license records of Tooele County or the City. The owner of property on which a sign is located is presumed to be the owner of the sign unless facts to the contrary are officially recorded or otherwise brought to the attention of the Department, e.g., a sign leased from a sign company.

"Painted wall sign" means any sign which is applied with paint or similar substance on the surface of a wall.

"Parapet" means the extension of a false front or wall above a roof line.

"Person" means any individual, corporation, association, firm, partnership, or similarly defined interest.

"Point of purchase display" means advertising of a retail item accompanying its display, e.g., an advertisement on a product dispenser or a tire display.

"Pole cover" means the cover enclosing or decorating poles or other structural supports of a sign.

"Political sign" ~~has the same meaning ascribed to it in Utah Code Title 20A, Chapter 17, as amended means a temporary sign used in connection with a local, state, or national election or referendum.~~

~~"Political sign owner" has the meaning ascribed to "sign owner" in Title 20A, Chapter 17, as amended.~~

"Premises" means a parcel of land with its appurtenances and buildings.

"Projection sign" means a sign, other than a flat wall sign, which is attached to and projects from a building

wall or other structure.

"Pylon Sign" means an independent sign, greater than 6 feet in height, structurally designed to be fully supported by the earth.

"Real estate sign" means a temporary sign advertising the real estate upon which the sign is located as being for rent, lease, or sale.

"Roof line" means the top edge of a roof or building parapet, whichever is higher, excluding any mansards, cupolas, pylons, chimneys, or minor projections.

"Roof sign" means any sign erected over or on the roof of a building.

"Rotating sign" - see "animated sign, mechanically energized."

"Sign" means any device, structure, fixture, or placard using graphics, symbols, written copy, or other means for the primary purpose of identifying, providing directions to, or advertising any business establishment, product, goods, or services.

"Sign, area":

(1) Projecting and freestanding signs shall have only one side of any double- or multiple-faced sign counted in calculating its area. The area of the sign shall be measured as follows if the sign is composed of one or more individual cabinets: a rectilinear line of not more than eight sides shall be drawn around and enclosing the perimeter of each cabinet or module. The line lengths and angles shall be measured and the enclosed area calculated. The perimeter of measurable area shall not include embellishments such as pole covers, framing, decorative roofing, support structures, etc., provided that there is no written advertising copy on such embellishments.

(2) The area of wall signs shall be within a single, continuous perimeter composed of any rectilinear line geometric figure which encloses the extreme limits of the advertising message. If the sign is composed of individual letters or symbols using the wall as the background with no added decoration, the total sign area shall be calculated by measuring the area containing the letters.

"Snipe sign" means a temporary sign or poster affixed to a tree, fence, utility pole, or similar object or to the ground.

"Subdivision identification sign" means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development.

"Temporary sign" means a sign not constructed or intended for long-term use.

"Temporary special event sign" means a sign announcing an event that is scheduled and open to the public. The term "temporary special event" shall not include a grand opening sale, a closing sale, a garage sale, or other similar events.

"Twirl time" means the time it takes for static text, images, and graphics on an electronic sign to change to different text, images, or graphics on a subsequent sign

face.

"Under-canopy sign" means a sign suspended beneath a canopy, ceiling, roof, or marquee.

"Use" means the purpose for which a building, lot, sign, or structure is intended, designed, occupied, or maintained.

"Vehicle sign" means a vehicle utilized for the primary purpose of displaying a sign or of identifying, providing directions to, or advertising any establishment, product, goods, or services. The word "vehicle" includes cars, trucks, and trailers.

(1) Example: a vehicle parked for several days at a location apparently unrelated to the sign on the vehicle is a vehicle sign.

(2) Example: a vehicle containing a sign and parked at the owner's or operator's place of residence or employment is not a vehicle sign.

(3) Example: a bus, taxi, other vehicle containing a sign and operating during the normal course of business is not a vehicle sign.

"Wall sign" means a sign attached essentially parallel to and extending not more than 24 inches from the wall of a building with no copy on the sides or edges. This definition includes painted, individual letter, and cabinet signs, and signs on a mansard.

"Wheeled sign" means any sign moved upon or attached to one or more wheels that is not a vehicle sign.

"Window sign" means a sign installed or painted on the inside of a window and intended to be viewed from the outside.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012) (Ord. 2010-06, 05-19-2010) (Ord. 2005-21, 09-21-2005) (Ord. 2005-08, 04-20-2005) (Ord. 1994-27, 12-19-1994)

7-25-4. Signs prohibited.

The following signs are prohibited in all zoning districts:

- (1) abandoned signs;
- (2) animated signs, but not changeable copy signs;
- (3) banner signs exceeding 48 square-feet, pennants, festoons, and search lights, except temporary special event signs;
- (4) signs imitating or resembling official traffic or government signs or signals;
- (5) signs, other than government signs and A-frame signs, placed on any public right-of-way, **except insofar as political signs on public rights-of-way are regulated by Utah Code Title 20A, Chapter 17, as amended;**
- (6) signs on the premises of a home occupation advertising that home occupation except as identified in Section 7-25-13;
- (7) off-premise signs and billboards;
- (8) handheld signs;
- (9) vehicle signs;

(10) wheeled signs;

(11) snipe signs;

(12) roof signs;

(13) inflatable signs located in the Downtown Overlay District;

(14) inflatable signs exceeding ten feet in height and two feet in width; and,

(15) all other signs not permitted by this Chapter.

(Ord. 2020-41, 20-07-2020) (Ord. 2015-02, 02-04-2015)

(Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012)

(Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-4.1 Electronic billboards prohibited.

The conversion, remodeling, rehabilitation, or upgrade of an existing off-premise sign or billboard to an electronic sign or digital sign is prohibited.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)

7-25-5. Permits required.

Unless otherwise provided by this chapter, all signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or for a change of copy on painted, printed, or changeable copy signs.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-6. Signs not requiring permits.

Political signs regulated under Utah Code Title 20A, Chapter 17, as amended, are exempted from permitting requirements. In addition, the following types of signs are exempted from permit requirements but must be in conformance with all other requirements of this chapter:

- (1) construction signs of 16 square-feet or less;
 - (2) directional/information signs of nine square-feet or less;
 - (3) holiday or special events decorations;
 - (4) nameplates of two square-feet or less;
 - ~~(5) political signs;~~
 - ~~(56)~~ public signs or notices, or any sign relating to an emergency;
 - ~~(67)~~ real estate signs;
 - ~~(78)~~ window signs;
 - ~~(89)~~ A-frame signs;
 - ~~(940)~~ banner signs;
 - ~~(104)~~ incidental signs, and,
 - ~~(112)~~ temporary special event signs under Section 7-25-12(9)(f)(ii); and,
 - ~~(123)~~ registered 501(c)(3) organization, schools, and civic organizations fundraising event signs under Section 7-25-12(8).
- (Ord. 2020-41, 10-07-2020) (Ord. 2017-13, 06-07-2017) (Ord. 2013-03, 06-19-2013) (Ord. 2012-21, 11-21-2012) (Ord. 1994-27, 12-19-1994)

7-25-7. Maintenance.

All signs shall be properly maintained. Exposed

surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The Department shall have the right under Section 7-25-30 to order the repair or removal of any sign which is defective, damaged, or substantially deteriorated.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-8. Electronic signs.

Where allowed, electronic signs shall conform to the following standards.

(1) Motion. Any motion or appearance of motion is prohibited on an electronic sign face.

(2) Dwell time. Dwell time shall be at least three seconds.

(3) Twirl time. Twirl time shall not exceed 0.25 seconds.

(4) Brightness. Signs shall not exceed 20% of the total space of the illuminated sign to be white or yellow.

(5) Controls. All electronic signs shall contain automatic dimming controls or photocell mechanisms or technologies that automatically adjust sign brightness, dwell time, twirl time, and motion to the standards of this Section.

(6) Size. The maximum portion of a sign that is allowed to be electronic, as opposed to static image, is 75%.

(7) Verification.

The City shall have the right to verify compliance, or to receive additional verification of compliance, with the standards of this Section, upon request.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015)

7-25-8.1 Lighting.

Unless otherwise prohibited by this Chapter, all signs may be illuminated.

(Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013)
(Ord. 1994-27, 12-19-1994)

7-25-9. Changeable copy.

Unless otherwise specified by this chapter, any sign allowed by this Chapter may be a changeable copy sign.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-10. Sign contractor's license.

No person may engage in the business of erecting, altering, relocating, constructing, or maintaining signs without a valid contractor's license and all required state and federal licenses.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-11. Indemnification and insurance.

(1) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall agree to hold harmless and indemnify the City, its officers, agents, and employees against any and all claims

of negligence arising from such work.

(2) All persons involved in the maintenance, installation, alteration, or relocation of signs located near or upon any public right-of-way or other public property shall file with the City Recorder a satisfactory certificate of insurance to indemnify the City against liability.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-12. Signs permitted in all zoning districts.

The following signs are allowed in all zoning districts:

(1) all signs not requiring permits, except those signs prohibited by Section 7-25-4;

(2) one nonilluminated sign for each street frontage of a construction project, not to exceed 48 square feet in sign area in residential zones or 64 square feet in sign area in all other zones, and such signs may be erected 60 days prior to beginning of construction and shall be removed 30 days following completion of construction;

(3) one nonilluminated real estate sign per lot or premises not to exceed twelve square feet in sign area, and such signs must be removed 15 days following sale, rental or lease of the real estate involved;

(4) one nonilluminated attached building nameplate per occupancy, not to exceed two square feet in sign area;

(5) political signs, **as regulated by Utah Code Title 20A, Chapter 17, as amended;**

(6) directional/information signs;

(7) off-site directional signs, not to exceed nine square feet in area, announcing an event which is open to the public and which has a duration of less than seven days. Off-site directional signs allowed under this Section may be placed no sooner than ten days prior to the event opening and shall be removed by the sign permit applicant within three days after the event closing;

(8) Registered 501(c)(3) organizations, schools, and civic organizations fundraising event signs shall be subject to the following time, place, and manner standards:

(a) shall not exceed 12 square-feet in area;

(b) may be ground-mounted or wall-mounted, but not roof-mounted;

(c) if ground-mounted,

(i) shall not exceed four feet in height;

(ii) shall not be located within a clear view

zone; and,

(iii) shall not have more than two faces;

(d) may be located on any private property with the property owner's prior written authorization, which shall be made available for verification if requested by the city;

(e) shall not exceed four signs per event;

(f) shall not exceed five business days in duration;

(9) temporary special event signs. A temporary special event sign shall be subject to the following time, place, and manner standards:

- (a) shall not exceed 48 square-feet in area;
 - (b) may be ground-mounted or wall-mounted, but not roof-mounted;
 - (c) if ground-mounted,
 - (i) shall not exceed four feet in height;
 - (ii) shall not be located within a clear view zone; and,
 - (iii) shall not have more than two faces;
 - (d) may be located on any private property with the property owner's written authorization;
 - (e) shall not exceed four signs per event; and,
 - (f) may be displayed at the following times:
 - (i) four display periods in each calendar year each not to exceed 21 total days prior, during and after the scheduled event, subject to both a permit and a fee, as listed in the Tooele City Fee Schedule, for each display period; and,
 - (ii) the following established display periods:
 - (A) Martin Luther King Day (Third Monday of January): up to five days before and including the holiday;
 - (B) Valentine's Day (February 14): up to five days before and including the holiday;
 - (C) President's Day (Third Monday of February): up to five days before and including the holiday;
 - (D) Mother's Day (Second Sunday in May): up to five days before and including the holiday;
 - (E) Easter: up to five days before and including the holiday;
 - (F) Memorial Day (Last Monday in May): up to five days before and including the holiday;
 - (G) Father's Day (Third Sunday in June): up to five days before and including the holiday;
 - (H) Independence Day (July 4): up to five days before and including the holiday;
 - (I) Pioneer Day (July 24): up to five days before and including the holiday;
 - (J) Labor Day (First Monday in September): up to five days before and including the holiday;
 - (K) Veteran's Day (November 11): up to five days before and including the holiday;
 - (L) Thanksgiving Day (Fourth Thursday in November): up to ten days before and including the holiday; and,
 - (M) Christmas Day (December 25) and New Year's Day (January 1): up to 23 days beginning December 10 and ending January 2;
 - (10) grand opening signs, not to exceed 30 days per calendar year; and,
 - (11) closing sale signs.
- (Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2011-10, 04-06-2011) (Ord. 2010-06, 05-19-2010) (Ord. 2008-12, 09-03-2008)

7-25-13. Signs permitted in residential zones.

- (1) Signs are allowed as follows in residential zones:
 - (a) all signs as permitted in Section 7-25-12;
 - (b) one subdivision identification sign per street frontage, neighborhood, subdivision or development, not to exceed 48 square feet in sign area in each location;
 - (c) one identification sign per entrance to apartment or condominium complexes, not to exceed 36 square feet in sign area;
 - (d) for permitted nonresidential uses, including churches and synagogues, one freestanding sign, not to exceed 48 square feet in sign area, and one wall sign not to exceed 48 square feet in sign area, except window signs or a sign hung from the front door, no larger than 24 x 18 inches, advertising a home occupation are prohibited;
 - (e) one bus bench sign at each bona fide stop along a public transit route provided the owners of the benches are authorized to operate in Tooele City and advertising on the benches does not exceed 20 square feet in area.
 - (2) All allowed freestanding signs in residential zones shall have a maximum height limit of six feet and shall have a setback of 15 feet from any public right-of-way.
- (Ord. 2020-41, 10-07-2020) (Ord. 1994-27, 12-19-1994)

7-25-14. Signs permitted in commercial zoning districts.

- (1) Signs are allowed as follows in commercial zoning districts:
 - (a) all signs as permitted in Sections 7-25-12 and 7-25-13;
 - (b) one low profile sign per street frontage;
 - (c) one pylon sign per street frontage provided, however, that:
 - (i) building sites located adjacent to a controlled access arterial road (i.e., 106 foot right-of-way) may have no more than one pylon sign for every full 300 feet of road frontage;
 - (ii) building sites located adjacent to a limited access collector road (i.e., 84-foot right-of-way) may have no more than one pylon sign for every full 175 feet of road frontage;
 - (iii) building sites with less than the required frontage may aggregate their respective frontages to qualify for a pylon sign and collocate on the sign pursuant to written collocation agreement filed with the City;
 - (iv) building sites with more than one street frontage shall be limited to one pylon sign;
 - (v) building sites not located adjacent to a controlled access arterial road or limited access collector road shall not have a pylon sign located within 200 feet of said arterial or 100 feet of said collector, respectively;
 - (vi) building sites not located adjacent to a controlled access arterial road or limited access collector road may collocate on an existing pylon sign by

contractual arrangement, not as a matter of entitlement, with the owners and/or tenants of building sites containing pylon signs; and

(vii) pylon signs shall comply with the following minimum design standards:

(A) shall not exceed one square-foot in sign area for each lineal foot of property frontage;

(B) shall not exceed 150 square-feet in area;

(C) shall not exceed 25 feet in height;

(D) shall not be placed closer than 50 feet from adjacent building site property lines; and,

(E) shall not be placed closer than ten feet from a right-of-way property line.;

(d) one wall sign, marquee sign or electric awning sign not to exceed 15% of the aggregate area of building elevation on which the signs are installed, to include window signs and wall-mounted banners;

(e) one under-canopy sign for each separate occupancy or separate entrance not to exceed eight square feet in sign area, and such signs must have a minimum clearance of eight feet to grade;

(f) Repealed. (Ord. 2008-12, 09-03-08).

(g) portable or wheeled signs for new business openings for not more than 15 days;

(h) one projection sign, which may project into the public way up to four feet when not in conflict with state requirements within a designated "Downtown Overlay" or "Mixed Use" zoning district. Projections must be no closer than ten feet horizontally from the top back of curb. The bottom of the sign shall not be less than seven feet above the top back of curb or not less than ten feet above the top back of curb when within a clear view zone;

(i) closing sale signs, subject to Section 5-3-18 (Limitation);

(j) feather signs pursuant to the following:

(i) feather signs shall be no taller than ten feet from the ground at the base of the sign;

(ii) feather signs shall not be located less than five feet from any street right-of-way;

(iii) feather signs shall not be located within any clear view area;

(iv) feather signs shall be allowed in a ratio of one sign for every 50 feet (portions thereof not qualifying for a sign) of street frontage along which the sign is posted; and,

(v) feather signs shall only be located on the property for which they represent or advertise; and,

(k) a business property may not to exceed three temporary signs in total;

(l) banner signs are to be used as supplemental signs only. Permanent signs are required prior to the use of a banner sign, except that new occupants may place a banner sign for a maximum of 75 days while waiting for a permanent sign to be manufactured and installed;

(m) banner signs are allowed pursuant to the

following standards:

(i) Size and dimension. Banner signs shall not exceed 48 square feet nor four feet in height.

(ii) Number of signs. Each business shall have no more than one banner sign. Banner signs are in addition to other signage allowed by this Chapter.

(iii) Appurtenances. No appurtenances may be added or attached to banner signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(iv) Lighting. Banner signs may not be directly illuminated.

(v) Maintenance. All businesses shall maintain their banner signs in good condition. Sagging, tattered, torn, dirty, or faded banners are not permitted.

(vi) Banner signs shall not impede the use of doors, windows, or exits, or interfere with pedestrian traffic on public or private walkways.

(vii) The City is authorized to remove, confiscate, and dispose of banner signs that do not comply fully with all of the above standards after giving business owner one business day notice prior to removal.

(n) (i) A-frame signs are allowed in the Downtown Overlay District and all commercial districts pursuant to the following standards:

(A) Location. The Downtown Overlay District is defined as extending from 100 South Street to Utah Avenue (200 North) and from 50 West Street to Garden Street (50 East). In the Downtown Overlay District only, A-frame signs may be located on the public sidewalk so long as an unobstructed six-foot pedestrian zone is maintained between the building and the signs. In the Downtown Overlay District only, A-frame signs may be located in the public park strip. A-frame signs may be located in front of the building in which the business advertising on the sign is located. For businesses co-locating on a sign, the sign must be located in front of one of the buildings or building units in which the businesses advertising on the sign are located.

(B) Size and dimension. A-frame signs shall not exceed 30 inches wide and 36 inches tall.

(C) Time. To facilitate maintenance of the public park strips and sidewalks, A-frame signs may be placed within the public right-of-way only between the hours of 8:00 a.m. and 10:00 p.m.

(D) Number of signs. Each business within the Downtown Overlay District and commercial zones shall be allowed in a ratio of one A-frame sign for every ten feet of business property frontage, but not to exceed three total permitted signs temporary signs. A-frame signs shall be spaced at minimum ten feet apart. A-frame signs are in addition to other signage allowed by this Chapter but not to exceed three total permitted temporary signs.

(E) Appurtenances. No appurtenances may be added or attached to A-frame signs. Appurtenances include lighting, balloons, items extending beyond the allowed sign dimensions, and mechanical parts.

(F) Lighting. A-frame signs may not be directly illuminated.

(G) Maintenance. All businesses shall maintain their A-frame signs in good order. The term "good order" shall include the following: fully painted inside and out; readable copy firmly affixed to the sign; no rotting or broken wood, hinges, chains, or other parts.

(ii) The City is authorized to remove, confiscate, and dispose of A-frame signs that do not comply fully with all of the above standards with at least one business day notice to the property owner prior to removal.

(2) In commercial zones, where an occupancy is on a corner lot, a minimum clear view zone is to be maintained in a triangulated area at the point of intersection to allow an unobstructed view of oncoming traffic.

(3) In commercial zones, pylon signs shall maintain a minimum clearance of ten feet over any pedestrian use and 14 feet over any vehicular way.

(4) All signs must comply with lighting and other minimum design standards set forth in this Title.

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 2005-08, 04-20-2005) (Ord. 2002-15, 08-07-2002) (Ord. 1994-27, 12-19-1994)

7-25-14.1. A-frame signs in the Downtown Overlay District. (Repealed.)

(Ord. 2020-41, 10-07-2020) (Ord. 2012-21, 11-21-2012)

7-25-15. Signs permitted in industrial zoning districts.

(1) Signs are allowed as follows in industrial zoning districts:

(a) all signs as permitted in Sections 7-25-12, 7-25-13 and 7-25-14;

(b) one freestanding sign per street frontage not to exceed one square foot of sign area for each lineal foot of property frontage. Signs must not project beyond property lines nor exceed a height of 35 feet. Where street frontage exceeds 300 lineal feet, one additional freestanding sign may be allowed per 300 foot increment;

(c) wall signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. Electric awning signs not to exceed 30% of the aggregate square footage of the wall area upon which they are installed. The combination of wall signs and electric awning signs shall not exceed 30% of the allowed wall area;

(d) projecting signs instead of any wall or freestanding signs provided they do not project beyond the property line and maintain a clearance of ten feet over pedestrian area, and 14 feet over vehicular ways;

(e) roof signs where no other sign types can provide effective identification, but they shall be constructed so as to conceal all structure and fastenings, and the height of the roof sign shall not exceed 20% of the total height of the building to which it is attached; and,

(f) incidental signs not to exceed four square-feet in aggregate area per occupancy.

(2) All signs in industrial zones must maintain minimum clearances and construction electrical standards. (Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-16. Nonconforming signs.

Existing signs which do not conform to the specific provisions of this Chapter may be eligible for the designation "legal nonconforming" provided that:

(1) the Department determines that such signs are properly maintained and do not in any way endanger the public; and,

(2) the sign was installed in full compliance with a valid City permit, with a valid City variance (not including a use variance), or with all applicable City laws on the date of installation.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-17. Loss of legal nonconforming status.

A legal nonconforming sign shall lose this designation if:

(1) the sign is relocated or replaced; or,

(2) the structure or size of the sign is altered in any way except toward compliance with this chapter. This does not refer to change of copy or maintenance.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-18. Maintenance and repair of nonconforming signs.

Legal nonconforming signs are subject to all requirements of this Code regarding safety, maintenance, and repair. A legal nonconforming sign may be reconstructed and restored if it is involuntarily destroyed in whole or in part due to fire or other calamity, unless the sign is an abandoned sign. Maintenance shall not include the conversion, modification, remodel, or upgrade of a sign to an electronic sign or digital sign.

(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-19. Signs in clear view zones - signs in the public right-of-way.

(1) Signs in excess of three feet above curb grade or support poles larger than 12 inches in diameter may not be installed in clear view zones. Freestanding signs must have at least ten feet clearance to grade.

(2) **Except insofar as political signs on public rights-of-way are regulated by Utah Code Title 20A, Chapter 17, as amended, ~~no~~ no signs may be located in the public right-of-way except A-frame signs and signs owned and installed by the City or the State of Utah.** The Department is authorized to remove, confiscate, and dispose of all signs placed in the public right-of-way in violation of this Chapter.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2012-21, 11-21-2012) (Ord. 1994-27, 12-19-1994)

7-25-20. Abandoned signs.

(1) Except as otherwise provided in this Chapter, any on-premise sign which is located on property that is undeveloped or becomes vacant and unoccupied for a period of one month or more, or any sign which pertains to a time, event, or purpose which no longer applies, shall be deemed to have been abandoned. Permanent signs applicable to a business temporarily suspended because of a change of ownership or management of such business shall not be deemed abandoned unless the property remains vacant for a period of three months or more.

(2) Any off-premise sign which no longer, and for a period of two consecutive months, advertises goods, products, services or facilities available to the public or which directs persons to a different location where such goods, products, services or facilities are not for a period of two consecutive months available, shall be deemed to have been abandoned.

(3) Abandoned signs shall be removed by the owner of the premises on which the sign is located.

(4) All abandoned signs become a nuisance, per Section 8-4-8 (Nuisance abatement), after six months of evidence of abandonment and as designated by the Building Official.

(5) Abandoned signs do not include political signs which are regulated by Section 7-25-30.1 of this Code, and Utah Code Title 20A, Chapter 17, as amended.
(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 1994-27, 12-19-1994)

7-25-21. Construction specifications.

All signs shall be installed in compliance with building and electrical codes as adopted by the City.
(Ord. 1994-27, 12-19-1994)

7-25-22. Community Development Department duties.

(1) The Department is authorized to process applications for permits, hold public hearings as required, and enforce and carry out all provisions of this Chapter. The Department is authorized to enforce regulations and procedures consistent with this Chapter.

(2) Department personnel are empowered, upon presentation of proper credentials, to enter or inspect any building, structure, or premises in the City for the purpose of inspection of a sign and its structural and electrical connections to ensure compliance with all applicable codes and ordinances. Such inspections shall be carried out during business hours unless an emergency exists.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-23. Application for permits.

Application for a permit for the erection or relocation of a sign shall be made to the Department upon a form

provided by the Department and shall include the following information:

- (1) name and address of the owner of the sign;
- (2) street address or location of the property on which the sign is to be located, along with the name and address of the property owner;
- (3) the type of sign or sign structure as defined in this Chapter;
- (4) a site plan with measurements showing the proposed location of the sign along with the locations of all existing signs on the same premises; and,
- (5) specifications and drawings showing the materials, design, dimensions, components, structural supports, and electrical components of the proposed sign.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-24. Permit fees.

All applications for permits filed with the Department shall be accompanied by a payment of the permit fee for each sign as established by the City.
(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010)
(Ord. 1994-27, 12-19-1994)

7-25-25. Issuance and denial.

(1) The Director shall issue a permit for the erection, structural alteration, or relocation of a sign within five business days of receipt of a completed application, provided that the sign complies with all applicable laws and regulations of the City. In all applications, where a matter of interpretation arises, the more specific definition or higher standard shall prevail.

(2) When a permit is denied, the Zoning Administrator shall, within five business days, give a written notice to the applicant along with a brief statement of the reasons for denial, citing code sections and interpretation of possible nonconformity. The Zoning Administrator may suspend or revoke an issued permit for any false statement or misrepresentation of fact in the application.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-26. Permit conditions, refunds and penalties.

(1) If a permit is denied, the permit fee will be refunded to the applicant.

(2) If no inspections have been made and no work authorized by the permit has been performed, the permit fee may be refunded to the applicant upon request, provided that the permit is returned to the Department within five business days of issuance.

(3) If any sign is installed or placed on any property prior to receipt of a permit, the specified permit fee shall be doubled. However, payment of the doubled fee shall not relieve any person of any other requirements or penalties prescribed in this Chapter.

(2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-27. Inspection upon completion.

(1) Any person installing, structurally altering, or relocating a sign for which a permit has been issued shall notify the Department upon completion of the work. The Department may require a final inspection, including an electrical inspection and inspection of footings on freestanding signs.

(2) The Department may require at the time of issuance of a permit that written notification for an inspection be submitted prior to the installation of certain signs.

(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-28. Variances.

Any person or entity desiring a waiver or modification of the requirements of this Chapter as applied to a sign, an application for sign permit, or a parcel of property upon which a sign is located or is applied to be located may apply ~~to the Board of Adjustment~~ for a variance from the terms of this Chapter under Section 2-4-7 (Variances) of this Code.

(Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-29. Violations Procedure.

(1) When a violation of this Chapter exists, the Zoning Administrator shall issue a written order to the alleged violator. The order shall specify those sections of this Chapter the individual may be in violation of and shall state that the individual has ten days from the date of the order in which to correct the alleged violation or appeal to the Director.

(2) If, upon inspection, the Department finds that a sign is abandoned or structurally, materially, or electrically defective, or in any way endangers the public, the Zoning Administrator or Building Official shall issue a written order to the owner of the sign and occupant of the premises stating the nature of the violation and requiring the repair or removal of the sign within five days of the date of the order.

(Ord. 2024-23, 08-21-2024) (Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-30. Removal of signs.

(1) The Zoning Administrator may cause the removal and disposal of illegal temporary signs with one business day notice to the sign or property owner. Temporary signs located in the public right-of-way or on public property can be removed without prior notice to the sign owner.

(2) The Zoning Administrator and/or Building Official may cause the removal of an illegal sign in cases of emergency or for failure to comply with the written

orders of removal or repair. After removal or demolition of the sign, a notice shall be mailed to the sign owner stating the nature of the work and the date on which it was performed and demanding payment of the costs as certified by the Department.

(3) If the amount specified in the notice is not paid within five business days of the notice, it shall become an assessment upon a lien against the property of the sign owner, and will be certified as an assessment against the property together with a 10% penalty for collection in the same manner as the real estate taxes.

(4) The owner of the property upon which the sign is located shall be presumed to be the owner of all signs thereon unless facts to the contrary are brought to the attention of the Department, as in the case of a leased sign.

(5) For purposes of removal, the definition of sign shall include all sign embellishments and structures designed specifically to support or be a part of the sign.

(6) In cases of emergency, the Zoning Administrator and/or Building Official may cause the immediate removal of a dangerous or defective sign without notice. Signs removed in this manner must present a hazard to the public safety.

(7) Any temporary sign caused to be removed by the Zoning Administrator or Building Official shall be held for a minimum of five business days before disposal. The owner of the removed sign may retrieve the sign during the time the sign is held but shall not re-install the sign unless done according to and in conformance with the terms of this Chapter.

(8) ~~This Section shall not apply to political signs, which are regulated by Section 7-25-30.1 of this Code, and Utah Code Title 20A, Chapter 17, as amended.~~

(Ord. 2020-41, 10-07-2020) (Ord. 2015-02, 02-04-2015) (Ord. 2013-03, 06-19-2013) (Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-30.1. Removal, safeguard, and disposal of political signs.

(1) In compliance with Utah Code Title 20A, Chapter 17, as amended, the Department may remove a political sign posted on public property that:

(a) does not comply with the regulations under Utah Code Title 20A, Chapter 17, as amended;

(b) remains posted beyond any time limits within Utah Code Title 20A, Chapter 17, as amended; or,

(c) is posted in such a way as to create a traffic, pedestrian, or line-of-sight hazard.

(2) The Department shall comply with Utah Code Title 20A, Chapter 17, as amended, as it pertains to the deposit, safekeeping, disposal, and any notice requirements for any political signs removed by the Department under this Section. The political signs shall be deposited in a location designated by the Director.

(3) If a political sign owner does not take possession of deposited political signs in a timely manner pursuant to

Utah Code Title 20A, Chapter 17, as amended, the City shall assess upon the political sign owner a political sign safekeeping reimbursement fee, as established by the City. The Department shall serve upon the political sign owner notice of the political sign safekeeping reimbursement fee in compliance with Utah Code Title 20A, Chapter 17, as amended. A political sign owner may challenge whether the political sign safekeeping reimbursement fee is required, through the appeal process described in Section 7-25-32.

7-25-31. Violations.

(1) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$250 fine;
- (c) third and subsequent violations: \$500 fine.

(2) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

(Ord. 2024-23, 08-21-2024) (Ord. 2015-14, 04-15-2015)
(Ord. 2013-03, 06-19-2013) (Ord. 1994-27, 12-19-1994)

7-25-32. Appeals.

(1) Any failure to respond to an application within five days of receipt of any decision rendered by an ordinance enforcement officer, a building official, the Zoning Administrator, or any authorized designee, in denying a permit, ~~in assessing a political sign safekeeping reimbursement fee~~, or in alleging a violation of this Chapter may be appealed in writing to the Director.

(2) The action or decision being appealed shall not be stayed pending the outcome of any administrative appeals unless the Director finds that there is good cause to do so.

(3) The Director shall issue a written decision within 30 days of receipt of the appeal. A decision not issued within 30 days of receipt of the appeal shall be deemed a denial of the appeal.

(4) The decision of the Director may be appealed by filing a written appeal ~~in accordance with Chapter 1-28 of this Code with the Mayor's office within ten days of the date of the Director's decision~~. The Administrative Hearing Officer shall schedule and conduct an informal hearing, shall notify the appellant and the Director of the date and time of the hearing, and shall issue a written decision within 15 days of the hearing. The decision shall be mailed by first-class mail to the appellant.

(Ord. 2020-41, 10-07-2020) (Ord. 2013-03, 06-19-2013)
(Ord. 2010-06, 05-19-2010) (Ord. 1994-27, 12-19-1994)

7-25-33. Conflict.

If any portion of this Chapter is found to be in conflict with any other provision of any zoning, building, fire, safety, or health ordinance of the City, the provision which establishes the higher standard shall prevail.

(Ord. 1994-27, 12-19-1994)

7-25-34. Severability.

Should any word, phrase, sentence, or section of this Chapter be determined to be invalid for any reason by any court of competent jurisdiction wherein the validity of the said word, phrase, sentence, or section was at issue, the invalidity of said provision shall not affect the validity of the balance of this Chapter and said provision shall be considered severable from the balance of this Chapter to the extent that the meaning and clear intent of the balance is not materially affected.

(Ord. 2010-06, 05-19-2010)

7-25-35. Message substitution.

Subject to the land owner's consent, a noncommercial message of any type may be substituted for any duly permitted or allowed commercial message or any duly permitted or allowed noncommercial message; provided, that the sign structure or mounting device is legal without consideration of message content. Such substitution of message may be made without any additional approval or permitting. This provision prevails over any more specific provision to the contrary within this Chapter. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech, or favoring of any particular noncommercial message over any other noncommercial message. This Section does not create a right to increase the total amount of signage on a parcel, nor does it affect the requirement that a sign structure or mounting device be properly permitted.

(Ord. 2010-06, 05-19-2010)

**Tooele City Planning Commission
Business Meeting Minutes**

Date: June 24, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer

Chris Sloan

Jon Proctor

Tyson Hamilton

Amanda Cordova

Weston Jensen

Kelley Anderson

Absent:

Sarah Faircloth, Alternate

Frank Linford, Alternate

Council Member Liaisons:

Jon Gossett

Ed Hansen, Excused

Staff Present:

Andrew Aagard, Community Development Director

Anna Anglin, City Planner

Matt Johnson, City Attorney

Paul Hansen, City Engineer

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

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

2. **Roll Call**

Melanie Hammer, Present

Chris Sloan, Present

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

3. **Public Hearing and Recommendation on a proposed Land Use Map Amendment request by Boyd Brown, representing Grow Development, LLC, for a 4.1-acre parcel located at approximately 1280 North and 200 East from “Medium Density Residential” to “Light Industrial” to facilitate a light industrial development at this location.**

Ms. Anglin presented a request from Grow Development LLC to amend the Future Land Use Map for approximately 4.1 acres at 1280 North and 200 East, changing the designation from Medium Density Residential to Light Industrial. The amendment would allow the property to be rezoned to Light Industrial or Industrial Service as the second phase of the existing business park development. Staff noted the vacant property is adjacent to existing industrial uses on the west, with future residential development planned to the north and east. The proposal was found to be a logical extension of the existing business park, with buffering, landscaping, and compatibility measures to be addressed during future site plan review. Engineering, Public Works, and the Fire Department had no comments, and public notice requirements were met. Ms. Anglin advised that staff recommended the Planning Commission evaluate the request using the City's approval criteria and forward a recommendation to the City Council.

During planning commission questions, Mr. Aagard reported receiving one public comment in the form of an email from the owner of a nearby storage facility expressing concern that predesignating the property to Light Industrial could negatively affect future residential property values. Mr. Aagard noted there are currently no homes adjacent to the site and no comments were received from neighboring property owners to the south, despite being included in the public noticing radius.

Planning Commissioners also asked about access to the property. Staff explained that the site is currently landlocked but will gain access through planned road extensions as adjacent properties develop. Future subdivision approval will require connectivity between the proposed developments to ensure adequate access.

Chairman Hamilton opened the public hearing at 7:08 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:09 p.m.

Motion: Commissioner Proctor moved to 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 4.1 acres from Medium Density Residential to Light Industrial, application number 2026043, based on the findings listed in the Staff Report dated June 18, 2026. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Jake Finlinson,**

representing Perry Commercial to authorize the use of an “Accessory Drive Through Facility” for property located at approximately 2400 North and SR-36 on approximately 1.56 acres in the GC General Commercial zoning district.

Ms. Anglin presented a conditional use permit request for an accessory drive-through facility for a new restaurant on Building Pad H within The Peak at Compass Point Commercial Development. The property is designated Regional Commercial in the General Plan and zoned General Commercial, making the proposed use consistent with the area's intended development.

The restaurant will be centrally located on the site and accessed through the existing private street network. Staff noted that the drive-through lane will remain entirely on private property and is not expected to interfere with traffic circulation. The final location of the order board, queuing area, landscaping, and any necessary screening—particularly along SR-36—will be reviewed during the final site plan process. The restaurant parcel was created through an amended subdivision plat that was recorded with the Tooele County Recorder's Office on the day of the meeting.

Staff found the proposal to be compatible with the surrounding commercial development and recommended approval, concluding that any anticipated impacts can be addressed through the proposed conditions and site plan review.

During commission discussion, commissioners expressed appreciation that detailed site design issues would be addressed during the future site plan review rather than through the conditional use permit.

Chairman Hamilton opened the public hearing at 7:13 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:13 p.m.

Motion: Commissioner Hammer moved to approve the Conditional Use Permit request by Jake Finlinson, representing Perry Commercial, to authorize an “Accessory Drive Through Facility” for Building Pad H, lot 15 of the Peak at the Compass Point Commercial Subdivision, application number 2026041, based on the findings and subject to the conditions listed in the Staff Report dated June 18, 2026. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

5. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District.**

Mr. Aagard presented a proposed ordinance amendment, submitted by Perry Homes, to modify the Commercial Special District (CSD) regulations. The amendment would allow CSDs totaling more than 125 acres to include noncontiguous parcels, rather than requiring all property within the district to be contiguous. The request was prompted by a proposed commercial development consisting of three separate properties totaling approximately 146 acres. While two of the properties already meet the existing 50-acre minimum, the third parcel is only 36 acres and would not qualify independently under the current ordinance.

Mr. Aagard explained that CSDs are intended to provide customized development standards that exceed the City's base zoning requirements while allowing flexibility in site design. Planning Staff noted that CSDs are limited to commercially designated properties and are relatively uncommon. They found no significant drawbacks to the proposed amendment, stating that whether the developments proceed under one CSD or multiple CSDs, each would still require approval by the Planning Commission and City Council. Planning Staff expressed support for the amendment but encouraged the Commission to consider whether additional limitations should be included.

Planning Commissioners discussed several concerns regarding the proposal. While generally supportive of allowing noncontiguous parcels, they questioned whether a single special district should encompass properties separated by several miles. Planning Commissioners also raised concerns that the proposed language could unintentionally allow a large number of very small parcels to be combined into one CSD, creating an inconsistent or impractical district.

To address these concerns, the Planning Commission discussed possible revisions, including limiting a noncontiguous CSD to a maximum of three separate parcels, establishing a minimum parcel size of 30 acres, or requiring each parcel to represent a minimum percentage of the total district acreage. Commissioners also confirmed that any future additions of property to a CSD would require a zoning map amendment and comply with the ordinance in effect at that time.

Following the discussion, the Commission invited the applicant to provide additional input and respond to the proposed modifications before proceeding further.

Jake Finlinson, representing the applicant, explained that the proposed Commercial Special District (CSD) amendment is intended to create consistent development standards across the commercial entry points of the Compass Point master-planned community. The three commercial areas serve as gateways into the development, and a single CSD would ensure cohesive architectural design, landscaping, signage, pedestrian amenities, and branding, even if individual commercial pads are sold to different developers.

Mr. Finlinson stated that the request for allowing noncontiguous parcels is primarily an administrative measure to avoid creating and managing three separate CSDs. He indicated the applicant had no objection to the Commission's proposed revisions limiting the amendment to a maximum of three noncontiguous parcels with a minimum parcel size of 30 acres.

Mr. Finlinson also shared examples of the design standards that will be incorporated into the future CSD, including enhanced landscaping, shaded pedestrian walkways, seating areas, monument signage, attractive retail storefronts, and landscaping around walking trails and signage. He noted that additional CSD standards, including updated monument sign regulations and permitted uses for the commercial and light industrial areas, will be presented to the Planning Commission at future meetings.

Planning Commissioners expressed support for the overall vision and design standards proposed for Compass Point, noting that their primary concern was ensuring the ordinance language would prevent unintended applications by future developers. The Planning Commission agreed that the proposed revisions limiting the number of parcels and establishing a minimum parcel size addressed those concerns and discussed incorporating those changes into the recommended ordinance language.

Motion: Commissioner Jensen moved to forward a positive recommendation to the City Council for the proposed amendments to Tooele City Code Section 7-16a-3, changing "Residential" to "Commercial" in the title, Commercial Special Districts Eligibility and Size, and amending the minimum land requirements to allow no more than three parcels with a minimum of 30 acres each. If there are not three parcels, the existing minimum requirement of 50 acres shall remain in effect. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

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

Mr. Johnson presented a proposed ordinance amendment to the City's sign regulations to comply with changes required by state law under House Bill 33. While a few revisions provide general code cleanup and clarification, the majority of the amendments are mandatory to align the City's political sign regulations with the updated state statute.

The most significant changes remove the City's authority to prohibit political signs in park strips, provided the adjacent property owner consents, and limit the City's ability to remove political signs to those that violate state regulations or create safety hazards, such as obstructing traffic visibility. When a noncompliant sign is removed, the City must store it in a designated location, make reasonable efforts to notify the owner, hold the sign for five days, and may charge a retrieval fee of up to \$25 before disposing of unclaimed signs. The ordinance also updates the definition of political signs to match state law, exempts political signs from certain general sign regulations, removes outdated references to the former Board of Adjustment, and clarifies the City's appeals process to address three types of appeals, including appeals of the sign retrieval fee.

Planning Commissioners discussed the practical challenges of the new state requirements, particularly the likelihood that candidates from outside the area would not retrieve old campaign signs. Despite those concerns, planning commissioners acknowledged that the updated process would provide a clear mechanism for removing abandoned or hazardous political signs and help address long-standing concerns about signs remaining in public rights-of-way after elections. Overall, the discussion focused on implementing the state-mandated changes while improving the City's ability to manage noncompliant political signs.

Chairman Hamilton opened the public hearing at 7:46 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:46 p.m.

Motion: Commissioner Proctor moved to forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code Title 7, Chapter 25, Signs, regarding the removal, safeguard and disposal of political signs based on Mr. Johnson's presentation. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

7. **Decision on a Preliminary Subdivision Plan Review requested by Larry Jacobson, representing SandRock Development, for the Millennial Park Phase 2 Townhomes Subdivision, a proposed 24-unit townhome development on approximately 1.5 acres located at the northeast corner of 400 North and 300 West in the MR-16 Multi-Family Residential zoning district.**

Ms. Anglin presented a request for preliminary subdivision approval for 24 townhouse lots and associated common areas. The subdivision had previously been approved but expired due to time limitations, and the applicant is requesting approval of the same general design.

Staff explained that the proposal is consistent with the property's zoning and the General Plan and is compatible with surrounding development. Adjacent properties to the north and west are zoned MR-16 and include an existing mobile home park and Phase 1 of Millennial Park. The subdivision will consist of townhouse lots served by private streets with homeowner association-maintained open space.

As part of the review process, the applicant obtained the required approvals from applicable service providers. Staff noted that the associated site plan remains under review by the Development Review Committee and has not yet received final approval. All reviewing departments recommended approval of the preliminary subdivision, and staff supported the request subject to the recommended conditions.

Motion: Commissioner Anderson moved to approve the Millennial Park Phase 2 Preliminary Subdivision Plan Request by Larry Jacobson, representing SandRock Development for the purpose of creating 24 town house style residential lots, application number 2025102, based on the findings and subject to the conditions listed in the Staff Report dated June 17, 2026.

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

8. **City Council Reports**

Councilman Gossett reported that the most recent City Council meeting focused heavily on the budget and financial numbers. He noted that, from his review, many budget items actually decreased compared to the previous year, with only a slight overall increase, which he viewed positively as an effort to control costs rather than continually raise spending.

He pointed out one notable exception: a significant increase tied to repairs for the golf course driving range fence, which he acknowledged was a necessary expense.

He also remarked that public attendance at the meeting was very low—only about five people—but highlighted that the Finance Director, Shannon Wimmer, became emotional while presenting and appreciated that at least one resident appeared to be closely following the budget process.

Overall, he described the meeting as informative and appreciated the focus on fiscal responsibility.

9. **Review and Decision – June 10, 2026 Planning Commission Meeting Minutes**

There were no corrections to the minutes

Motion: Commissioner Hammer moved to approve the June 10, 2026 Planning Commission Meeting Minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

10. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:53 p.m.

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

Approved this _____ day of July, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

TOOELE CITY CORPORATION

ORDINANCE 2026-20

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 7-16a-3, REGARDING COMMERCIAL SPECIAL DISTRICTS' ELIGIBILITY AND SIZE.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Tooele City Code ("TCC") Chapter 7-16a provides for the establishment of a Commercial Special District ("CSD"), and TCC §7-16a-3 specifically regulates the eligibility and size requirements for CSDs; and,

WHEREAS, TCC §7-16a-3(2) has the following requirements regarding the size of a CSD: (1) a minimum size of 50 acres; and, (2) that all acreage for inclusion in a single CSD be contiguous and developable; and,

WHEREAS, on May 6, 2026, applicant Jake Finlinson (the "Applicant") submitted and ordinance amendment application, attached as Exhibit A, requesting the City to consider an amendment to TCC §7-16a-3(2) that would permit a CSD to include non-contiguous acreage if the aggregate size of the CSD were larger than 125 acres; and,

WHEREAS, on June 24, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, considered the Staff Report and its exhibits (attached as Exhibit B), and voted to forward its positive recommendation to the City Council, with the following additional conditions: (1) if a CSD qualifies for non-contiguous acreage, the maximum number of separate, non-contiguous parcels in a single CSD is three; (2) if a CSD qualifies for non-contiguous acreage, the minimum size for each separate, non-contiguous parcel is 30 acres; and, (3) for all other CSDs, the minimum acreage shall continue to be 50 acres. (see the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, City Administration has prepared Exhibit D, which incorporates the Planning Commission's recommendation into the Applicant's proposal, as well as grammatical and other corrections recommended by City Administration; and,

WHEREAS, on July 15, 2026, the City Council convened a duly-advertised public hearing; and,

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

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code §7-16a-3 is hereby amended to read as shown in Exhibit D.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Proposed Amendments to TCC §7-16a-3

Ordinance Amendment Application

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



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

Project Information				2026036			
Date of Submission: 4/15/2026 5/6/2026							
Project Name: CSD Text Amendment							
Project Address: Various							
Ordinance(s) Proposed for Amendments: 7-16a-3. (2)							
Proposed Language (What do you want the Ordinance to say): Paragraph 2 of 7-16a-3 shall be replaced with the following: (2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous. Land identified as having any of the following conditions may be included within an CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:							
Property Owner(s): Perry Homes, Inc LH Perry Investments, LLC				Applicant(s): Jake Finlinson			
Address: 17 E Winchester St				Address: 17 E Winchester St			
City: Murray	State: UT	Zip: 84107		City: Murray	State: UT	Zip: 84107	
Phone: [REDACTED]				Phone: 801-264-8800			
Contact Person: Same as applicant				Address: Same as applicant			
Phone:				City:	State:	Zip:	
Cellular: [REDACTED]	Fax: NA			Email: [REDACTED]			

*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:

Ordinance Amendments are made by ordinance. Any change of the City ordinance shall follow all procedures that are established by city and state law. Since the procedures must be followed precisely, the time for amending the ordinance 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				2260124	
Received By:	Date Received: 5.6.24	Fees: \$2,000.00	App. #:	853259	

1. Why is the ordinance amendment necessary. This amendment will allow for multiple commercial hubs within a large master planned community. This ensures that these hubs have the same design standards to be a cohesive part of the community.
2. How does this proposed ordinance amendment benefit Tooele City as a whole. It ensures consistent design standards across multiple commercial hubs within a master planned community.
3. How does the ordinance as it is currently written not accomplish what you are desiring to accomplish. The ordinance currently has a cap of 50 acres and a contiguous clause.
4. Does this ordinance improve or otherwise impact the health, safety and welfare of Tooele City and its residents. This doesn't negatively impact Tooele City or its residents. It will provide a cohesive design standard across various commercial hubs within a community.
5. Any other pertinent information that will support the ordinance amendment request. This ordinance amendment request is connected to the previous CSD applications that have been submitted by the applicant.

Exhibit B

Staff Report with its Exhibits

STAFF REPORT

June 18, 2026

To: Tooele City Planning Commission
Business Date: June 24, 2026

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: **Commercial Special Districts Minimum Qualifications– City Code Text Amendment Request**

Applicant: Jake Finlinson, representing Perry Homes, Inc.
Request: Request for approval of a City Code Text Amendment to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District.

BACKGROUND

LH Perry Investments has submitted this Ordinance Text Amendment application requesting a specific amendment to Tooele City Code Title 7 Chapter 16a, CSD Commercial Special Districts. Particularly, TCC 7-16a-3, Residential Special Districts Eligibility and Size. No, that is not a typo, the CSD ordinance actually reads “Residential” and will need to be changed. The applicant is the owner of three large but geographically separate parcels. There is about 60 acres at 3100 North Main Street, about 36 acres at 600 West 1000 North and another 51 acres north of the Overlake Golf Course east of the City’s waste water treatment facility. Two of these parcels qualify for a CSD due the parcels being larger than 50 acres. The parcel at 600 West 1000 North does not qualify for a CSD as it is less than the required 50 acres.

The ordinance requires that in order to qualify for a CSD a property must be at least 50 acres and that the property must be “contiguous and developable.” The requirement that the properties be contiguous was intentionally included in the language of the code to prevent random pockets of CSD development from popping up throughout the City on properties of varying sizes and configurations.

The applicant has approximately 147 acres when all three parcels are considered and the text amendment they are proposing would permit a CSD to occur on non-contiguous properties if the aggregate size of the CSD is larger than 125 acres. The proposed amendment would then permit the applicant to propose a CSD for all three of their properties as one development under the same CSD standards. Otherwise they would be required to do separate CSDs for the two properties that qualify and would be prohibited from doing a CSD on the 36 acre property at 600 West 1000 North.

ANALYSIS

If this amendment were to be adopted it would then permit the applicant to write a new and more inclusive zoning code for all three properties at once. That would essentially be the biggest change from the code as it is written today. Are there any detrimental or positive impacts from this? None that City Staff can readily identify. Even if the properties were to develop under the same CSD zoning standards they would still be subject to the same level of review and scrutiny they would have received if they each had their own CSD.

One point to consider. There aren’t that many commercial properties left in the City that would qualify for non-contiguous development remaining in the City of 125 acres or more. There might be some properties large

enough in the Tooele City Business Park (TCBP) but these properties are zoned Industrial and Industrial zones don't qualify for a CSD.

It should also be noted that the 51 acre parcel east of the City's wastewater treatment facility and north of the Overlake Golf Course is not zoned Commercial at this time and is included in the Compass Point RSD. In order for a CSD to qualify on this property the Land Use Map would first need to be amended to a commercial designation and then the RSD changed to include the CSD as part of a Zoning Map Amendment application. These would need to happen before a CSD can be considered on this property.

Ordinances Affected. TCC 7-16a-3. Residential Special Districts Eligibility and Size.

The proposed amendment will change language in the heading of the ordinance section and shall change the word "Residential" to "Commercial" as this ordinance is applicable only to commercially designated properties. This may be been a simple typo or overlook when the original ordinance was drafted but needs to be corrected.

The proposed amendment will add the following language to paragraph 2 of 7-16a-3.

1. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous properties.
2. Makes necessary grammatical changes.

Staff Edits. Staff has not proposed any edits to the applicants proposed text.

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 comment:

1. This proposed ordinance amendment request is sound. Staff cannot identify any detrimental impacts that will result from this amendment and the number of these CSD's in Tooele City will be very limited due to the lack of available commercial parcels large enough to qualify for a CSD.

Engineering and Public Works Review. The Tooele City Engineering Division and Public Works Department

has completed their review of the City Code Text Amendment request and has issued the following comment:

1. No comments from the City Engineer or the Public Works Department.

Noticing. The City staff have issued appropriate public notice as required 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 ordinance amendments to Tooele City Code 7-16a-3. Residential Special Districts Eligibility and Size, regarding minimum land requirements to qualify for a Commercial Special District, 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 proposed ordinance amendments to Tooele City Code 7-16a-3. Residential Special Districts Eligibility and Size, regarding minimum land requirements to qualify for a Commercial Special District, based on the following findings:”

1. List findings ...

EXHIBIT A

PROPOSED AMENDMENTS

7-16a-3. ~~Residential~~ Commercial Special Districts Eligibility and Size.

(1) Land Use. Properties identified within an application for a Commercial Special District shall first be identified on the Land Use Map of the General Plan and assigned to a commercial land use designation. Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for an CSD.

(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous. Land identified as having any of the following conditions may be included within a CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

- (a) slopes prohibiting development;
- (b) environmentally sensitive conditions, such as but not limited to drainage channels, lakes, or ponds;
- (c) preservation designations, such as conservation easements;
- (d) publicly owned lands; or
- (e) properties previously approved for development under a land use application or building permit.

(3) Eligibility. Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied.

EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Ordinance Amendment Application

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



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

Project Information				2026036			
Date of Submission: 4/15/2026 5/6/2026							
Project Name: CSD Text Amendment							
Project Address: Various							
Ordinance(s) Proposed for Amendments: 7-16a-3. (2)							
Proposed Language (What do you want the Ordinance to say): Paragraph 2 of 7-16a-3 shall be replaced with the following: (2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, the CSD does not need to be contiguous. Land identified as having any of the following conditions may be included within an CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:							
Property Owner(s): Perry Homes, Inc LH Perry Investments, LLC				Applicant(s): Jake Finlinson			
Address: 17 E Winchester St				Address: 17 E Winchester St			
City: Murray	State: UT	Zip: 84107		City: Murray	State: UT	Zip: 84107	
Phone: [REDACTED]				Phone: 801-264-8800			
Contact Person: Same as applicant				Address: Same as applicant			
Phone:				City:	State:	Zip:	
Cellular: [REDACTED]	Fax: NA			Email: [REDACTED]			

*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:

Ordinance Amendments are made by ordinance. Any change of the City ordinance shall follow all procedures that are established by city and state law. Since the procedures must be followed precisely, the time for amending the ordinance 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				2260124	
Received By:	Date Received: 5.10.24	Fees: \$2,000.00	App. #:	853259	

1. Why is the ordinance amendment necessary. This amendment will allow for multiple commercial hubs within a large master planned community. This ensures that these hubs have the same design standards to be a cohesive part of the community.
2. How does this proposed ordinance amendment benefit Tooele City as a whole. It ensures consistent design standards across multiple commercial hubs within a master planned community.
3. How does the ordinance as it is currently written not accomplish what you are desiring to accomplish. The ordinance currently has a cap of 50 acres and a contiguous clause.
4. Does this ordinance improve or otherwise impact the health, safety and welfare of Tooele City and its residents. This doesn't negatively impact Tooele City or its residents. It will provide a cohesive design standard across various commercial hubs within a community.
5. Any other pertinent information that will support the ordinance amendment request. This ordinance amendment request is connected to the previous CSD applications that have been submitted by the applicant.

Exhibit C

Planning Commission Draft Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: June 24, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer

Chris Sloan

Jon Proctor

Tyson Hamilton

Amanda Cordova

Weston Jensen

Kelley Anderson

Absent:

Sarah Faircloth, Alternate

Frank Linford, Alternate

Council Member Liaisons:

Jon Gossett

Ed Hansen, Excused

Staff Present:

Andrew Aagard, Community Development Director

Anna Anglin, City Planner

Matt Johnson, City Attorney

Paul Hansen, City Engineer

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

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

2. **Roll Call**

Melanie Hammer, Present

Chris Sloan, Present

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

3. **Public Hearing and Recommendation on a proposed Land Use Map Amendment request by Boyd Brown, representing Grow Development, LLC, for a 4.1-acre parcel located at approximately 1280 North and 200 East from “Medium Density Residential” to “Light Industrial” to facilitate a light industrial development at this location.**

Ms. Anglin presented a request from Grow Development LLC to amend the Future Land Use Map for approximately 4.1 acres at 1280 North and 200 East, changing the designation from Medium Density Residential to Light Industrial. The amendment would allow the property to be rezoned to Light Industrial or Industrial Service as the second phase of the existing business park development. Staff noted the vacant property is adjacent to existing industrial uses on the west, with future residential development planned to the north and east. The proposal was found to be a logical extension of the existing business park, with buffering, landscaping, and compatibility measures to be addressed during future site plan review. Engineering, Public Works, and the Fire Department had no comments, and public notice requirements were met. Ms. Anglin advised that staff recommended the Planning Commission evaluate the request using the City's approval criteria and forward a recommendation to the City Council.

During planning commission questions, Mr. Aagard reported receiving one public comment in the form of an email from the owner of a nearby storage facility expressing concern that predesignating the property to Light Industrial could negatively affect future residential property values. Mr. Aagard noted there are currently no homes adjacent to the site and no comments were received from neighboring property owners to the south, despite being included in the public noticing radius.

Planning Commissioners also asked about access to the property. Staff explained that the site is currently landlocked but will gain access through planned road extensions as adjacent properties develop. Future subdivision approval will require connectivity between the proposed developments to ensure adequate access.

Chairman Hamilton opened the public hearing at 7:08 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:09 p.m.

Motion: Commissioner Proctor moved to 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 4.1 acres from Medium Density Residential to Light Industrial, application number 2026043, based on the findings listed in the Staff Report dated June 18, 2026. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Jake Finlinson,**

representing Perry Commercial to authorize the use of an “Accessory Drive Through Facility” for property located at approximately 2400 North and SR-36 on approximately 1.56 acres in the GC General Commercial zoning district.

Ms. Anglin presented a conditional use permit request for an accessory drive-through facility for a new restaurant on Building Pad H within The Peak at Compass Point Commercial Development. The property is designated Regional Commercial in the General Plan and zoned General Commercial, making the proposed use consistent with the area's intended development.

The restaurant will be centrally located on the site and accessed through the existing private street network. Staff noted that the drive-through lane will remain entirely on private property and is not expected to interfere with traffic circulation. The final location of the order board, queuing area, landscaping, and any necessary screening—particularly along SR-36—will be reviewed during the final site plan process. The restaurant parcel was created through an amended subdivision plat that was recorded with the Tooele County Recorder's Office on the day of the meeting.

Staff found the proposal to be compatible with the surrounding commercial development and recommended approval, concluding that any anticipated impacts can be addressed through the proposed conditions and site plan review.

During commission discussion, commissioners expressed appreciation that detailed site design issues would be addressed during the future site plan review rather than through the conditional use permit.

Chairman Hamilton opened the public hearing at 7:13 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:13 p.m.

Motion: Commissioner Hammer moved to approve the Conditional Use Permit request by Jake Finlinson, representing Perry Commercial, to authorize an “Accessory Drive Through Facility” for Building Pad H, lot 15 of the Peak at the Compass Point Commercial Subdivision, application number 2026041, based on the findings and subject to the conditions listed in the Staff Report dated June 18, 2026. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

5. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District.**

Mr. Aagard presented a proposed ordinance amendment, submitted by Perry Homes, to modify the Commercial Special District (CSD) regulations. The amendment would allow CSDs totaling more than 125 acres to include noncontiguous parcels, rather than requiring all property within the district to be contiguous. The request was prompted by a proposed commercial development consisting of three separate properties totaling approximately 146 acres. While two of the properties already meet the existing 50-acre minimum, the third parcel is only 36 acres and would not qualify independently under the current ordinance.

Mr. Aagard explained that CSDs are intended to provide customized development standards that exceed the City's base zoning requirements while allowing flexibility in site design. Planning Staff noted that CSDs are limited to commercially designated properties and are relatively uncommon. They found no significant drawbacks to the proposed amendment, stating that whether the developments proceed under one CSD or multiple CSDs, each would still require approval by the Planning Commission and City Council. Planning Staff expressed support for the amendment but encouraged the Commission to consider whether additional limitations should be included.

Planning Commissioners discussed several concerns regarding the proposal. While generally supportive of allowing noncontiguous parcels, they questioned whether a single special district should encompass properties separated by several miles. Planning Commissioners also raised concerns that the proposed language could unintentionally allow a large number of very small parcels to be combined into one CSD, creating an inconsistent or impractical district.

To address these concerns, the Planning Commission discussed possible revisions, including limiting a noncontiguous CSD to a maximum of three separate parcels, establishing a minimum parcel size of 30 acres, or requiring each parcel to represent a minimum percentage of the total district acreage. Commissioners also confirmed that any future additions of property to a CSD would require a zoning map amendment and comply with the ordinance in effect at that time.

Following the discussion, the Commission invited the applicant to provide additional input and respond to the proposed modifications before proceeding further.

Jake Finlinson, representing the applicant, explained that the proposed Commercial Special District (CSD) amendment is intended to create consistent development standards across the commercial entry points of the Compass Point master-planned community. The three commercial areas serve as gateways into the development, and a single CSD would ensure cohesive architectural design, landscaping, signage, pedestrian amenities, and branding, even if individual commercial pads are sold to different developers.

Mr. Finlinson stated that the request for allowing noncontiguous parcels is primarily an administrative measure to avoid creating and managing three separate CSDs. He indicated the applicant had no objection to the Commission's proposed revisions limiting the amendment to a maximum of three noncontiguous parcels with a minimum parcel size of 30 acres.

Mr. Finlinson also shared examples of the design standards that will be incorporated into the future CSD, including enhanced landscaping, shaded pedestrian walkways, seating areas, monument signage, attractive retail storefronts, and landscaping around walking trails and signage. He noted that additional CSD standards, including updated monument sign regulations and permitted uses for the commercial and light industrial areas, will be presented to the Planning Commission at future meetings.

Planning Commissioners expressed support for the overall vision and design standards proposed for Compass Point, noting that their primary concern was ensuring the ordinance language would prevent unintended applications by future developers. The Planning Commission agreed that the proposed revisions limiting the number of parcels and establishing a minimum parcel size addressed those concerns and discussed incorporating those changes into the recommended ordinance language.

Motion: Commissioner Jensen moved to forward a positive recommendation to the City Council for the proposed amendments to Tooele City Code Section 7-16a-3, changing "Residential" to "Commercial" in the title, Commercial Special Districts Eligibility and Size, and amending the minimum land requirements to allow no more than three parcels with a minimum of 30 acres each. If there are not three parcels, the existing minimum requirement of 50 acres shall remain in effect. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

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

Mr. Johnson presented a proposed ordinance amendment to the City's sign regulations to comply with changes required by state law under House Bill 33. While a few revisions provide general code cleanup and clarification, the majority of the amendments are mandatory to align the City's political sign regulations with the updated state statute.

The most significant changes remove the City's authority to prohibit political signs in park strips, provided the adjacent property owner consents, and limit the City's ability to remove political signs to those that violate state regulations or create safety hazards, such as obstructing traffic visibility. When a noncompliant sign is removed, the City must store it in a designated location, make reasonable efforts to notify the owner, hold the sign for five days, and may charge a retrieval fee of up to \$25 before disposing of unclaimed signs. The ordinance also updates the definition of political signs to match state law, exempts political signs from certain general sign regulations, removes outdated references to the former Board of Adjustment, and clarifies the City's appeals process to address three types of appeals, including appeals of the sign retrieval fee.

Planning Commissioners discussed the practical challenges of the new state requirements, particularly the likelihood that candidates from outside the area would not retrieve old campaign signs. Despite those concerns, planning commissioners acknowledged that the updated process would provide a clear mechanism for removing abandoned or hazardous political signs and help address long-standing concerns about signs remaining in public rights-of-way after elections. Overall, the discussion focused on implementing the state-mandated changes while improving the City's ability to manage noncompliant political signs.

Chairman Hamilton opened the public hearing at 7:46 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:46 p.m.

Motion: Commissioner Proctor moved to forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code Title 7, Chapter 25, Signs, regarding the removal, safeguard and disposal of political signs based on Mr. Johnson's presentation. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

7. **Decision on a Preliminary Subdivision Plan Review requested by Larry Jacobson, representing SandRock Development, for the Millennial Park Phase 2 Townhomes Subdivision, a proposed 24-unit townhome development on approximately 1.5 acres located at the northeast corner of 400 North and 300 West in the MR-16 Multi-Family Residential zoning district.**

Ms. Anglin presented a request for preliminary subdivision approval for 24 townhouse lots and associated common areas. The subdivision had previously been approved but expired due to time limitations, and the applicant is requesting approval of the same general design.

Staff explained that the proposal is consistent with the property's zoning and the General Plan and is compatible with surrounding development. Adjacent properties to the north and west are zoned MR-16 and include an existing mobile home park and Phase 1 of Millennial Park. The subdivision will consist of townhouse lots served by private streets with homeowner association-maintained open space.

As part of the review process, the applicant obtained the required approvals from applicable service providers. Staff noted that the associated site plan remains under review by the Development Review Committee and has not yet received final approval. All reviewing departments recommended approval of the preliminary subdivision, and staff supported the request subject to the recommended conditions.

Motion: Commissioner Anderson moved to approve the Millennial Park Phase 2 Preliminary Subdivision Plan Request by Larry Jacobson, representing SandRock Development for the purpose of creating 24 town house style residential lots, application number 2025102, based on the findings and subject to the conditions listed in the Staff Report dated June 17, 2026.

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

8. **City Council Reports**

Councilman Gossett reported that the most recent City Council meeting focused heavily on the budget and financial numbers. He noted that, from his review, many budget items actually decreased compared to the previous year, with only a slight overall increase, which he viewed positively as an effort to control costs rather than continually raise spending.

He pointed out one notable exception: a significant increase tied to repairs for the golf course driving range fence, which he acknowledged was a necessary expense.

He also remarked that public attendance at the meeting was very low—only about five people—but highlighted that the Finance Director, Shannon Wimmer, became emotional while presenting and appreciated that at least one resident appeared to be closely following the budget process.

Overall, he described the meeting as informative and appreciated the focus on fiscal responsibility.

9. **Review and Decision – June 10, 2026 Planning Commission Meeting Minutes**

There were no corrections to the minutes

Motion: Commissioner Hammer moved to approve the June 10, 2026 Planning Commission Meeting Minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

10. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:53 p.m.

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

Approved this _____ day of July, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

Exhibit D

Proposed Amended TCC § 7-16a-3
as Recommended by Planning Commission

7-16a-3. ~~Residential~~ Commercial Special Districts Eligibility and Size.

(1) Land Use. Properties identified within an application for a Commercial Special District shall first be identified on the Land Use Map of the General Plan and assigned to a commercial land use designation. Mixed-use, special use, and industrial land uses shall not be considered a commercial land use for the purpose of considering eligibility for an CSD.

(2) Size. The minimum size for any application for a Commercial Special District shall be 50 acres. All acreage identified for inclusion in a CSD shall be contiguous and developable. In the event the proposed size of the CSD is over 125 acres, includes not more than 3 parcels and each parcel being larger than 30 acres, the CSD does not need to be contiguous. If the proposed CSD does not meet these three criteria the CSD must comply with standard CSD qualification requirements. Land identified as having any of the following conditions may be included within a CSD but shall not be included in the calculation of minimum acreage for CSD eligibility:

- (a) slopes prohibiting development;
- (b) environmentally sensitive conditions, such as but not limited to drainage channels, lakes, or ponds;
- (c) preservation designations, such as conservation easements;
- (d) publicly owned lands; or
- (e) properties previously approved for development under a land use application or building permit.

(3) Eligibility. Any application for a Commercial Special District that does not fully comply with the requirements of this section shall be considered ineligible for consideration as an CSD and denied.

TOOELE CITY CORPORATION

ORDINANCE 2026-21

AN ORDINANCE OF TOOELE CITY REASSIGNING THE LAND USE DESIGNATION FOR APPROXIMATELY 4.1 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 1280 NORTH AND 200 EAST FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO LIGHT INDUSTRIAL (LI).

WHEREAS, Utah Code §10-20-401, *et seq.*, requires and provides for the adoption of a “comprehensive, long-range plan” (hereinafter the “General Plan”) by each Utah city and town, which General Plan contemplates and provides direction for (a) “present and future needs of the community” and (b) “growth and development of all or any part of the land within the municipality”; and,

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

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

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

WHEREAS, Utah Code §10-20-501, *et seq.*, provides for the enactment of “land use [i.e., zoning] ordinances and a zoning map” that constitute a portion of the City’s regulations (hereinafter “Zoning”) for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, a fundamental purpose of the Land Use Plan is to guide and inform the recommendations of the Planning Commission and the decisions of the City Council about the Zoning designations assigned to land within the City; and,

WHEREAS, the City received an Amendment Petition for Land Use Map amendment for 4.1 acres of property located at approximately 1280 North and 200 West on March 13, 2026, requesting that the Subject Property be reassigned from the MDR Land Use designation to the LI Land Use designation (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, on June 24, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its positive recommendation to the City Council (see Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, on July 15, 2026, the City Council convened a duly-noticed public hearing; and,

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

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

1. this Ordinance and the Land Use Map amendment proposed therein is in the best interest of the City in that it will further economic development, and is consistent with the General Plan; and,
2. the Land Use Map is hereby amended reassigning the Land Use designation of Light Industrial for approximately 4.1 acres located at approximately 1280 North 200 East, according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Petition and Mapping Pertinent to Land Use Map Amendment

Land Use Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooeleciv.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: 03.13.2026		Current Land Use Designation: vacant		Proposed Land Use Designation: LI	
Project Name: Fire Station Business Park				Parcel #(s): 02-125-0-0027	
Project Address: 200 East 1280 North, Tooele, UT 84074				Acres: 4.10	
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): Mark Gressman			Applicant(s): Grow Development, LLC		
Address: [REDACTED]			Address: [REDACTED]		
City: St. George	State: UT	Zip: 84795	City: Cottonwood Heights	State: UT	Zip: 84121
Phone: [REDACTED]			Phone: [REDACTED]		
Contact Person: Boyd Brown			Address: [REDACTED]		
Phone: [REDACTED]			City: Cottonwood Heights	State: UT	Zip: 84121
Cellular: [REDACTED]		Fax: [REDACTED]		Email: [REDACTED]	

*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, MARK GRESSMAN, 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.

Mark Gressman
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 23 day of March, 2026



Bethany Torres
(Notary)
Residing in Wasatch County, Utah
My commission expires: March 6, 2027

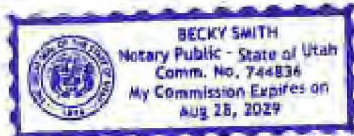
AGENT AUTHORIZATION

I/we, Boyd Brown, 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.

(Property Owner)

(Property Owner)

Dated this 1 day of April, 2026 personally appeared before me Becky Smith the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.



Becky Smith
(Notary)
Residing in Salt Lake County, Utah
My commission expires: Aug 28, 2029



LEGAL DESCRIPTION

Subject property being known as part of the following described parcel:

Beginning at the Southwest corner of the J. Franklin Allred, P.C. Property as deeded in book 740 at page 558, which point is North 00°21'58" West 920.00 feet along the Section line and East 50.00 feet from the Southwest corner of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian; run thence North 89°43'06" East 930.00 feet; thence South 00°21'58" East 262.169 feet more or less to the North line of the Alma Kay Iverson Family Living Trust property as deeded by Quit Claim deed in book 329 at page 214; thence West along said North line and North line extended, 645.80 feet to the Northwest corner of the Heritage Limited Partnership property as deeded in book 358 at page 372; thence South along the West line of said Heritage Limited Partnership property 660.00 feet; thence South 89°43'06" West 280.00 feet along the South Section line to a point 50.00 feet East of the Southwest corner of said Section 15; thence North 00°21'58" West parallel and 50 feet East of the Section line 921.624 feet more or less to the point of beginning. Together with a 50 foot right of way described as follows: beginning at the Southwest corner of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian; run thence North 00°21'58" West 920.00 feet, North 89°43'06" East 50.00 feet; thence South 00°21'58" East 920.00 feet to the Section line thence along the Section line West 50.00 feet to the point of beginning.

Tax Parcel #: 02-125-0-0033



April 24, 2026

Grow Development
Land Use Map Amendment Application
Parcel #: 02-125-0-0027

General Plan Map Questioner

1. **What is the present land use designation of the subject property(s)?**
Medium Density Residential.
2. **Explain how the proposed land use designation is similar or compatible with the other land use designations in the surrounding area.**
The proposed land use to our east is designated Light Industrial. Property provides an ideal transition not only strengthens Tooele City's employment base but also supports the incubation of small businesses suited for the Light Industrial zone.
3. **What do you anticipate the land being used for?**
We anticipate developing a business park composed mainly of office-warehouse buildings in a range of sizes. These buildings will accommodate businesses needing spaces from 2,500 to 50,000 square feet. The park will offer both for-sale and for-lease options to meet a wide range of needs.
4. **Explain how the proposed land use designation would affect the property, surrounding properties, and Tooele City.**
This type of product is in high demand and is currently missing in the downtown Tooele area. In the long term, it could help reduce traffic in and out of the city by enabling businesses that serve the local community to establish themselves nearby instead of in Salt Lake County. Our project supports surrounding residential growth by providing nearby employment and commercial opportunities. Additionally, as part of this project, 180 East will be continued—an important component of the City's master transportation plan. This new infrastructure will create better connectivity between 1000 North, 1100 North, and 1280 North leading back to Main Street. Improved circulation will benefit neighboring properties still designated Medium Density Residential and support the development of new rooftops in the area.
5. **Explain how the proposed land use designation promotes the goals and objectives of Tooele City.**
As outlined above, this land use change aligns with several of the City's stated goals: fostering economic development, increasing local employment, reducing regional traffic, and supporting population growth. We believe the City will see value in this opportunity to expand commercial property development in a way that benefits the broader community.

Fire Station Business Park Overall Plan



Exhibit B

Staff Report with Exhibits

STAFF REPORT

June 24, 2026

To: Tooele City Planning Commission
Business Date: June 18, 2026

From: Planning Division
Community Development Department

Prepared By: Anna Anglin, City Planner/ Zoning Administrator

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

Application No.: 2025042
Applicant: Boyd Brown Representing Grow Development LLC
Project Location: 1280 North and 200 East
Zoning: R1-8 Medium Density Residential Zone
Acreage: 4.1 Acres
Request: Request for approval of a Land Use Map Amendment to re-assign approximately 4.1 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 4.1 acres located at 1280 North and 200 East. The property is currently designated as Medium Density Residential (MDR) on the Tooele City General Plan Land Use Map. The applicant is requesting that the future land use designation be amended from Medium Density Residential (MDR) to Light Industrial (LI) to facilitate a subsequent Zoning Map Amendment that would ultimately facilitate the development of a light industrial business park.

The subject property represents the Phase two of a larger development that received City Council approval for a Land Use Map Amendment and corresponding Zoning Map Amendment in May 2025. Approval of this request would extend the Light Industrial land use designation to the remaining property under the developer's ownership, creating a unified land use pattern across the development area and allowing the applicant to pursue a cohesive light industrial business park consistent with the City's long-term planning objectives.

ANALYSIS

General Plan and Zoning. The Tooele City General Plan Land Use Map designates the subject property as Medium Density Residential (MDR). Consistent with that designation, the property is currently zoned R1-8 Medium Density Residential, which permits one dwelling unit per 8,000-square-foot lot. The R1-8 zoning district is identified in the General Plan as a preferred zoning classification for properties designated Medium Density Residential.

Surrounding properties exhibit a mix of residential and industrial zoning classifications. Properties to the north and east are zoned MR-16 Multi-Family Residential, properties to the south are zoned RR-5 Rural Residential, and properties to the west are zoned LI Light Industrial. The requested amendment would extend the existing Light Industrial land use designation eastward and include the remaining portion of the applicant's property, creating a more cohesive land use pattern with the adjacent industrial

development while transitioning away from the current residential designation. Maps pertinent to the subject request are included in Exhibit "A" of this report.

Tooele City Code Section 7-1A-5 requires that any amendment to the Zoning Map be consistent with the adopted Tooele City General Plan. Accordingly, before a Zoning Map Amendment can be considered, the requested zoning district must first be supported by the property's future land use designation as identified on the General Plan Land Use Map. Therefore, approval of the requested Land Use Map Amendment is a necessary prerequisite to any future request to rezone the property to Light Industrial.

The subject property is rectangular in shape and is directly adjacent to an established area designated and zoned for Light Industrial uses. Surrounding properties are currently undeveloped. The property immediately west is part of the existing Light Industrial area, while the property to the south remains vacant with no known development plans. The property to the northwest is currently utilized as a personal storage facility. Properties to the north and east are also vacant but are included within the proposed Western Acres PUD residential development, which is anticipated to include higher-density residential uses.

Under the current Medium Density Residential (MDR) land use designation, the General Plan identifies the R1-7, R1-8, and R1-10 zoning districts as the preferred implementing zones. These districts are intended primarily for single-family and two-family residential development, along with compatible institutional uses such as schools, churches, parks, and certain public utilities. Commercial activities are generally limited to home occupations that are clearly incidental and subordinate to a residential use.

The proposed Light Industrial (LI) land use designation supports the LI Light Industrial and IS Industrial Service zoning districts. These districts are intended to accommodate light industrial operations, warehousing, contractor services, flex-space, and other employment-generating uses that are designed to minimize off-site impacts related to noise, vibration, odor, dust, glare, and similar operational characteristics. The proposed amendment would also create a more contiguous industrial land use pattern by extending the existing Light Industrial designation to the east and the remaining property under the applicant's ownership. See Exhibit "B" for the complete list of permitted and conditional uses in light industrial zones.

While there are currently no existing residential uses immediately adjacent to the subject property, the proposed Western Acres PUD Development to the north and east is expected to introduce higher density residential uses in the future. As a result, if the requested Land Use Map Amendment and subsequent Zoning Map Amendment are approved, careful consideration should be given during future site plan review to the design of appropriate buffering, screening, landscaping, building orientation, and other mitigation measures to ensure compatibility between future industrial development and nearby residential neighborhoods.

Site Plan Layout. The applicant has provided some site plans and those plans are provided for the Planning Commission and City 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 its review of the proposed Land Use Map Amendment and has identified the following consideration for the future development of the property:

1. If the requested Land Use Map Amendment and any subsequent Zoning Map Amendment are approved, future site plan review should incorporate appropriate buffering, screening, landscaping, building orientation, and other design measures to minimize potential land use conflicts and ensure compatibility between future light industrial development and the planned residential neighborhoods to the north and east.

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 4.1 acres from Medium Density Residential to Light Industrial, application number 2026043, based on the findings listed in the Staff Report dated June 18, 2026.”

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 4.1 acres from Medium Density Residential to Light Industrial, application number 2026043, based on the findings listed in the Staff Report dated June 18, 2026.”

1. List findings...

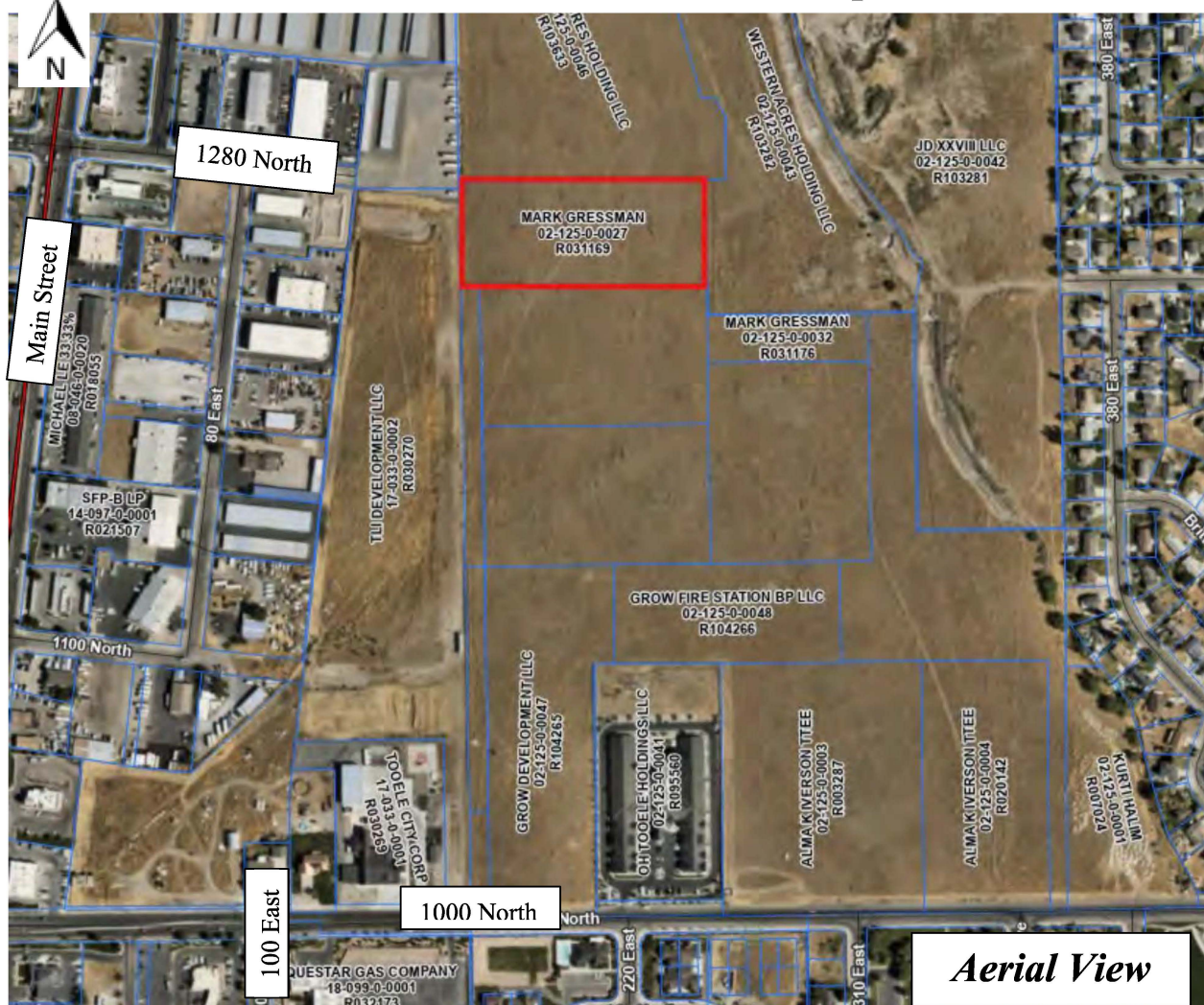
EXHIBITS

- A. Mapping Pertinent to The Fire Station Business Park Land Use Map Amendment
- B. Table of Permitted Uses in Light Industrial Zones
- C. Applicant Submitted Information

EXHIBIT A

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

Fire Station Business Park Phase 2 Land Use Map Amendment



Subject Property

Medium Density Residential

Light Industrial

Mixed Use

Medium Density Residential

Current Land Use Map

Fire Station Business Park Phase 2 Land Use Map Amendment

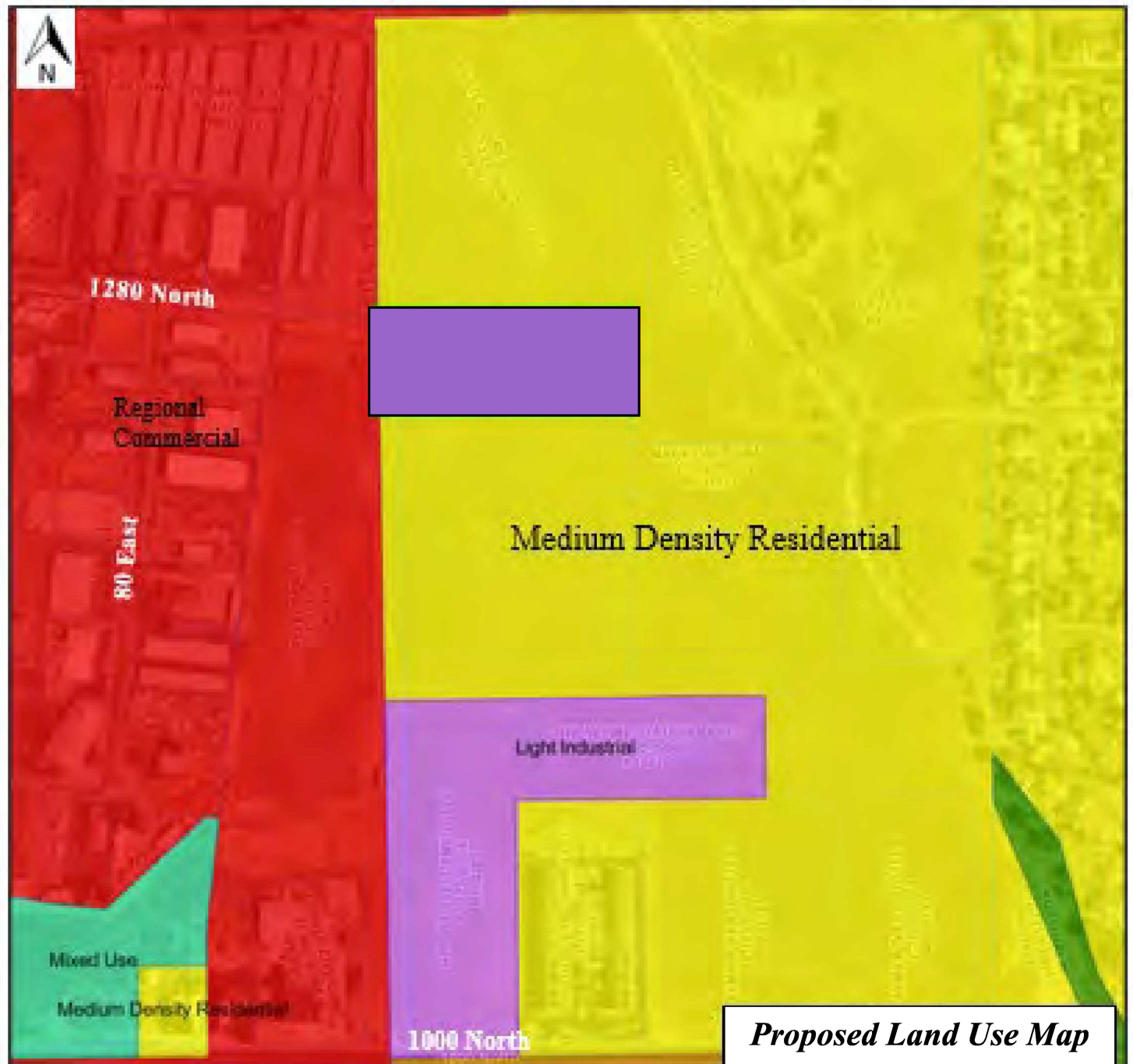


EXHIBIT B

TABLE OF PERMITTED USES IN LIGHT INDUSTRIAL ZONES

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neigh- bor- hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Accessory Building	P	P	P	P	P	P	P	P	P
Accessory Drive Through Facility (considered as a Conditional Use for a Use allowed in the District, see Note #3 and Table 2)	C	C		C	C	C	C		C
Accessory Dwelling Unit for Caretaker Only (must be located within primary structure. See Table 2)	C	C	C	C/P <i>See Note 7</i>		C	C	C	C
Accessory Dwelling Unit (internal and attached: located above ground floor. See Table 2)	P	P	P	C	C				
Accessory Dwelling Unit (detached: located on the same lot as primary structure. See Table 2)	P	P	P						
Accessory Outdoor Sales and Display Incidental to an Allowed Use (considered as a Conditional Use for a Use allowed in the District, see Note #4 and Table 2)				C	C	C	C	C	
Accessory Outside Storage (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)				C		C	C	C	

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maxi- mum individual lot size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	L1 Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Accessory Outside Storage of Flammable or Hazardous Materials (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)								C	
Accessory Vehicle Storage Yard (only with Automobile Sales and Rental, see Note #8)						C	C	C	
Agriculture (horticulture)						P	P	P	C
Airport							C	C	
Amusement Facility		C	C	P	P	P	P		
Auto Impound Yard							C	C	
Automobile Sales and Rental	C	C Minimum Lot size 30,000 square feet with access from arterial road only		C	C	P	P	P	
Automobile Service and Repair	C			C		P	P	P	
Automobile Service and Repair Accessory to a Principal Use					C		P		
Automobile Body and Fender Service and Repair						C	C	P	
Bed and Breakfast Inn (located in an existing structure)	C	C	C	P					
Boarding House	C	C	C						

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maximum individual lot size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Building Maintenance Services						C	P	P	P
Business Office				P	P	P	P	P	P
Business Office (located within an existing structure)	C	C	C	P	P	P	P	P	P
Campground, Travel Trailer Park							C	C	
Car Wash				C		P	P	P	C
Chemical Manufacture and Storage								C	
Church	C	C	C	C					P
Conference Center				P	P	P	P		P
Contractor's Display/Office				C		P	P	P	P
Contractor's Storage Yard						C	C	P	
Convenience Store, without Gasoline Sales	P	P	P	P	P	P	P	P	P
Convenience Store, with Gasoline Sales	C	C	C	P	C	P	P	P	P
Cultural activities and uses	C	C		P	C	P	P		P
Day-Care/Pre- School (Home Occupation)	P	P							
Day Care/ Pre-School Center	C	C	C	P		C	C		C
Distribution Center						C	C	P	
Dwelling; Single Family (Detached)	P	P							
Dwelling; Two family	P	C							

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Dwelling; Multi-Family	C See Note 6	C See Note 6	See Note 6	See Note 6	See Note 6				
Extractive Industry									
Fast Food Restaurant	C	C		P	P	P	P		P
Financial Services	C	C	C	P	P	P	P		P
Food and Beverage Processing								C	
Funeral Home/Mortuary	C	C		P		P	P		P
Garden Center	C	C		P	P	P	P		
General Industrial Activity						P	P	P	P
Hardware and Garden Supply Store	C			P	P	P	P		
Hazardous Material Storage									
Hazardous Waste In-Transit Facility								C	
Health Care Facility				C	C	P	P	P	C
Health Care Provider	C	C	C	P	P	P	P		P
Health Care Provider (located within an existing structure)	C	C		P	P	P	P	P	P
Health Club	C	C		P	P	P	P	P	P
Heavy Equipment Sales and Rental						C	C	P	
Heavy Equipment Sales and Rental as an Accessory Use to an Established Retail Use				C	C				

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maxi- mum individual lot size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Heavy Industrial Manufacturing and Assembly								C	
Heliport				C	C	C	C	C	C
Home Occupation (must comply with all requirements of a Home Occupation)	P	P							
Hotel	C	C		P	P	P	P		P
Junkyard/Salvage Yard								C	
Kennel						C	C	P	
Laundromat	C	C	C	P		P	P	P	
Light Manufacturing and Assembly						P		P	
Liquor Store				C	C				C
Medical Cannabis Pharmacy			P	P	P	P	P	P	P
Medical Cannabis Production Establishment								P	
Membership Club				C		C	C	C	
Military Surplus Yard								C	
Motel	C	C		P	P	P	P		P
Nursery	C	C				P	P	P	C
Nursing Home, Convalescent Care Facility	C	C	C	P	P				
Open Space Areas, Trails	P	P	P	P	P	P	P	P	P
Park and Ride Facilities				C	C	C	P	C	C
Personal Services	C	C		P	P	P	P		P

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neigh- bor- hood Commer- cial (Maxi- mum individual lot Size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Pet Shop / Pet Grooming	C	C		C					
Public or Private Educational Facility	C	C		C	C	C	C	C	C
Personal Storage Facility (Mini-Storage)						C	C	P	
Private Club/Bar	C			C	C	C	C	C	C
Professional Office	C	C	C	P	P	P	P	P	P
Professional Office (located within an existing structure)	C	C	C	P	P	P	P	P	P
Public Use	C	C	C	C	C	C	C	C	C
Reception Center	C	C		P	P	P	P		P
Reception Center (located within an existing structure)	C	C		P	P	P			P
Recreational Facility (Indoor)				P		P	P	P	C
Recreational Facility (Outdoor)				C		C	C		C
Recycling Collection Site				C		C	C	P	
Recycling Processing Center								C	
Repair Shop (household and personal goods with no outside storage)	C	C		P		P	P	P	P
Research Facility				P		P	P	P	P
Residential Treatment Facilities and Programs		C							
Restaurant	C	C		P	P	P	P	P	P
Restaurant (located within an existing structure)	C	C		P	P	P	P		P

USE	DISTRICT								
	MU-B Mixed Use- Boulevard	MU-G Mixed Use- General	NC Neighborhood Commercial (Maximum individual lot size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Development
Retail Sales Accessory to an Allowed Use				P	P	P	P	P	P
Retail Store (located within an existing structure)	C	C	C	P	P				
Retail Store (Total maximum 3,000 square footage)	C	C	C	P		P	P		P
Retail Store or Commercial Center				P	P				
Retail Store or Commercial Center (Minimum 120,000 building square foot and planned and phased by approval of a Master Development Site Plan)				P	P				
Retirement Center	C	C							
Rock, Sand and Gravel Storage and Distribution								P	
Sexually Oriented Business								P	
Shooting Range, Indoor				C		C	C	C	C
Telecommunication s Site/Facility						C	C	C	C
Temporary Construction Office	C	C	C	P	P	P	P	P	P
Temporary Seasonal Use	C	C	P	P	P	P	P	P	
Temporary Use	C	C	C	C	C	P	P	P	
Theater (Indoor)	C	C		P	P				P
Theater (Outdoor)				C		P	P	P	
Tobacco Specialty Store (see Note #5)				C	C	C	C	C	C

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use- General	NC Neighbor- hood Commer- cial (Maxi- mum individual lot size 15,000 square feet)	GC General Commer- cial	RC Regional Commer- cial	LI Light Industrial	IS Industrial Service	I Industrial	RD Research & Develop- ment
Utility Service Facility (major)				C	C	C	C	C	C
Utility Service Facility (minor)			C	C	C	C	C	C	
Vehicle Storage Yard								C	
Veterinary Clinic / Animal Hospital						P	P	P	
Veterinary Clinic/ Animal Hospital Operating Entirely Within an Enclosed Building	C	C		P		P	P	P	P
Warehouse						C	C	P	

P = PERMITTED USE

C = CONDITIONAL USE

ANY USE NOT IDENTIFIED AS EITHER A PERMITTED (P) OR CONDITIONAL (C) USE IS USE THAT IS A PROHIBITED USE WITHIN THE ZONING DISTRICT

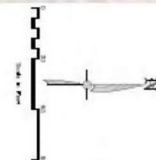
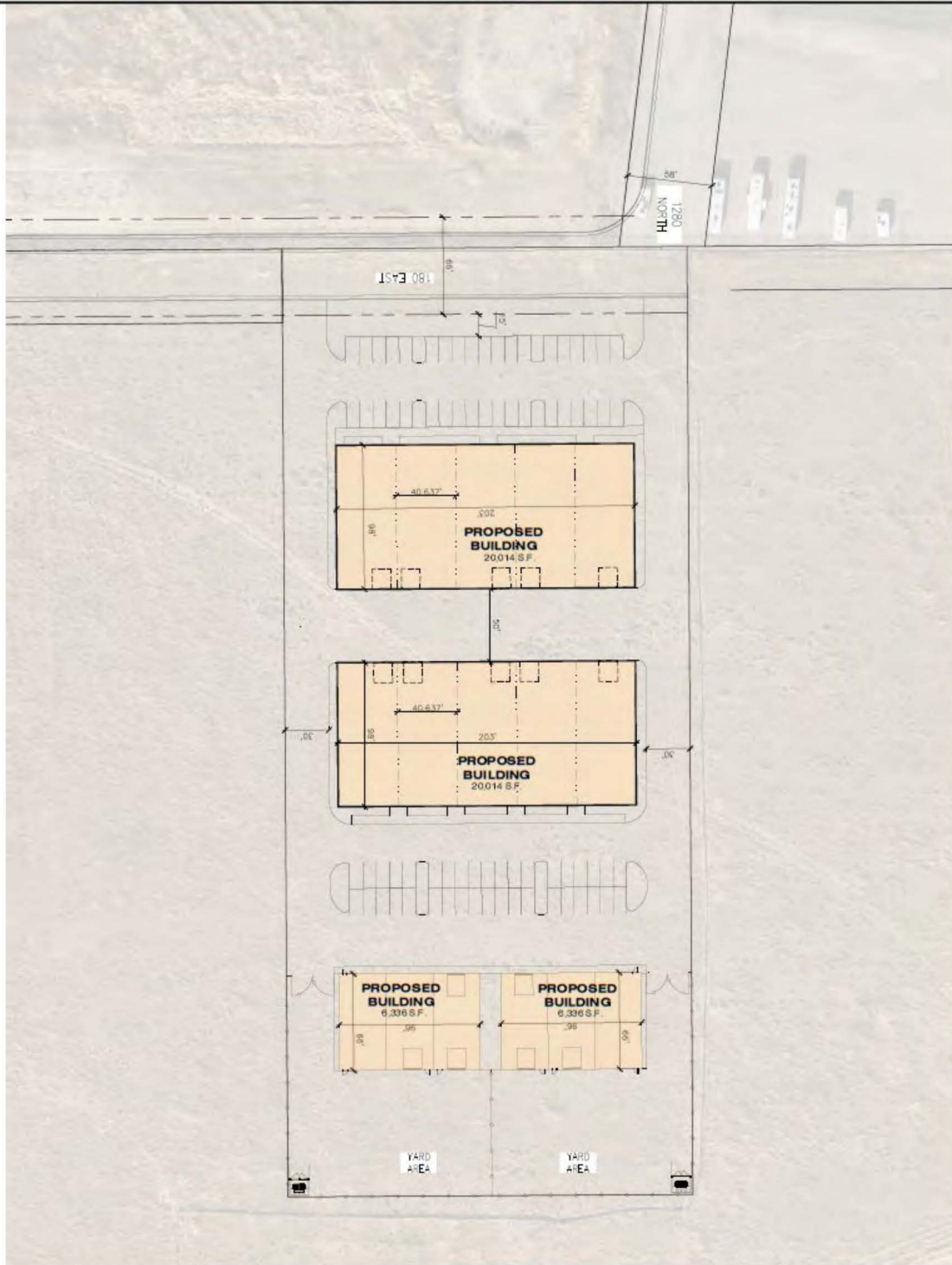
ANY USE NOT IDENTIFIED IN THE TABLE OF USES IS A PROHIBITED USE IN TOOELE CITY.

EXHIBIT C

APPLICANT SUBMITTED INFORMATION

Fire Station Business Park Overall Plan





1280 NORTH 180 EAST, TOOELE, UT 84606	EXH
---------------------------------------	-----

GRESSMAN TOOELE
1280 NORTH 180 EAST, TOOELE, UT 84606
CONCEPT SITE LAYOUT

CIR CIVIL ENGINEERING & SURVEYING
10715 S BECKSTEAD LANE, SUITE 102
SOUTH JORDAN, UT 84095

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Land Use Map Amendment Application

Community Development Department
90 North Main Street, Tooele, UT 84074
(435) 843-2132 Fax (435) 843-2139
www.tooeleciv.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: 03.13.2026		Current Land Use Designation: vacant		Proposed Land Use Designation: LI	
Project Name: Fire Station Business Park				Parcel #(s): 02-125-0-0027	
Project Address: 200 East 1280 North, Tooele, UT 84074				Acres: 4.10	
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): Mark Gressman			Applicant(s): Grow Development, LLC		
Address: [REDACTED]			Address: [REDACTED]		
City: St. George	State: UT	Zip: 84795	City: Cottonwood Heights	State: UT	Zip: 84121
Phone: [REDACTED]			Phone: [REDACTED]		
Contact Person: Boyd Brown			Address: [REDACTED]		
Phone: [REDACTED]			City: Cottonwood Heights	State: UT	Zip: 84121
Cellular:		Fax:	Email: [REDACTED]		

*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 not 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, MARK GRESSMAN, 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.

Mark Gressman
MARK GRESSMAN
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 23 day of March, 2026



Bethany Torres
(Notary)
Residing in Washington County, Utah
My commission expires: March 6, 2027

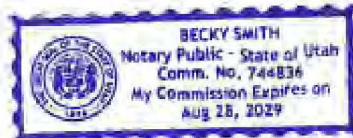
AGENT AUTHORIZATION

I/we, Boyd Brown, 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.

(Property Owner)

(Property Owner)

Dated this 1 day of April, 2026 personally appeared before me Becky Smith the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.



Becky Smith
(Notary)
Residing in Salt Lake County, Utah
My commission expires: Aug. 28, 2029



LEGAL DESCRIPTION

Subject property being known as part of the following described parcel:

Beginning at the Southwest corner of the J. Franklin Allred, P.C. Property as deeded in book 740 at page 558, which point is North 00°21'58" West 920.00 feet along the Section line and East 50.00 feet from the Southwest corner of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian; run thence North 89°43'06" East 930.00 feet; thence South 00°21'58" East 262.169 feet more or less to the North line of the Alma Kay Iverson Family Living Trust property as deeded by Quit Claim deed in book 329 at page 214; thence West along said North line and North line extended, 645.80 feet to the Northwest corner of the Heritage Limited Partnership property as deeded in book 358 at page 372; thence South along the West line of said Heritage Limited Partnership property 660.00 feet; thence South 89°43'06" West 280.00 feet along the South Section line to a point 50.00 feet East of the Southwest corner of said Section 15; thence North 00°21'58" West parallel and 50 feet East of the Section line 921.624 feet more or less to the point of beginning. Together with a 50 foot right of way described as follows: beginning at the Southwest corner of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian; run thence North 00°21'58" West 920.00 feet, North 89°43'06" East 50.00 feet; thence South 00°21'58" East 920.00 feet to the Section line thence along the Section line West 50.00 feet to the point of beginning.

Tax Parcel #: 02-125-0-0033



April 24, 2026

Grow Development
Land Use Map Amendment Application
Parcel #: 02-125-0-0027

General Plan Map Questioner

1. **What is the present land use designation of the subject property(s)?**
Medium Density Residential.
2. **Explain how the proposed land use designation is similar or compatible with the other land use designations in the surrounding area.**
The proposed land use to our east is designated Light Industrial. Property provides an ideal transition not only strengthens Tooele City's employment base but also supports the incubation of small businesses suited for the Light Industrial zone.
3. **What do you anticipate the land being used for?**
We anticipate developing a business park composed mainly of office-warehouse buildings in a range of sizes. These buildings will accommodate businesses needing spaces from 2,500 to 50,000 square feet. The park will offer both for-sale and for-lease options to meet a wide range of needs.
4. **Explain how the proposed land use designation would affect the property, surrounding properties, and Tooele City.**
This type of product is in high demand and is currently missing in the downtown Tooele area. In the long term, it could help reduce traffic in and out of the city by enabling businesses that serve the local community to establish themselves nearby instead of in Salt Lake County. Our project supports surrounding residential growth by providing nearby employment and commercial opportunities. Additionally, as part of this project, 180 East will be continued—an important component of the City's master transportation plan. This new infrastructure will create better connectivity between 1000 North, 1100 North, and 1280 North leading back to Main Street. Improved circulation will benefit neighboring properties still designated Medium Density Residential and support the development of new rooftops in the area.
5. **Explain how the proposed land use designation promotes the goals and objectives of Tooele City.**
As outlined above, this land use change aligns with several of the City's stated goals: fostering economic development, increasing local employment, reducing regional traffic, and supporting population growth. We believe the City will see value in this opportunity to expand commercial property development in a way that benefits the broader community.

Exhibit C

Planning Commission Draft Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: June 24, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer

Chris Sloan

Jon Proctor

Tyson Hamilton

Amanda Cordova

Weston Jensen

Kelley Anderson

Absent:

Sarah Faircloth, Alternate

Frank Linford, Alternate

Council Member Liaisons:

Jon Gossett

Ed Hansen, Excused

Staff Present:

Andrew Aagard, Community Development Director

Anna Anglin, City Planner

Matt Johnson, City Attorney

Paul Hansen, City Engineer

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

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

2. **Roll Call**

Melanie Hammer, Present

Chris Sloan, Present

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

3. **Public Hearing and Recommendation on a proposed Land Use Map Amendment request by Boyd Brown, representing Grow Development, LLC, for a 4.1-acre parcel located at approximately 1280 North and 200 East from “Medium Density Residential” to “Light Industrial” to facilitate a light industrial development at this location.**

Ms. Anglin presented a request from Grow Development LLC to amend the Future Land Use Map for approximately 4.1 acres at 1280 North and 200 East, changing the designation from Medium Density Residential to Light Industrial. The amendment would allow the property to be rezoned to Light Industrial or Industrial Service as the second phase of the existing business park development. Staff noted the vacant property is adjacent to existing industrial uses on the west, with future residential development planned to the north and east. The proposal was found to be a logical extension of the existing business park, with buffering, landscaping, and compatibility measures to be addressed during future site plan review. Engineering, Public Works, and the Fire Department had no comments, and public notice requirements were met. Ms. Anglin advised that staff recommended the Planning Commission evaluate the request using the City's approval criteria and forward a recommendation to the City Council.

During planning commission questions, Mr. Aagard reported receiving one public comment in the form of an email from the owner of a nearby storage facility expressing concern that predesignating the property to Light Industrial could negatively affect future residential property values. Mr. Aagard noted there are currently no homes adjacent to the site and no comments were received from neighboring property owners to the south, despite being included in the public noticing radius.

Planning Commissioners also asked about access to the property. Staff explained that the site is currently landlocked but will gain access through planned road extensions as adjacent properties develop. Future subdivision approval will require connectivity between the proposed developments to ensure adequate access.

Chairman Hamilton opened the public hearing at 7:08 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:09 p.m.

Motion: Commissioner Proctor moved to 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 4.1 acres from Medium Density Residential to Light Industrial, application number 2026043, based on the findings listed in the Staff Report dated June 18, 2026. Commissioner Jensen seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. **Public Hearing and Decision to consider a Conditional Use Permit request by Jake Finlinson,**

representing Perry Commercial to authorize the use of an “Accessory Drive Through Facility” for property located at approximately 2400 North and SR-36 on approximately 1.56 acres in the GC General Commercial zoning district.

Ms. Anglin presented a conditional use permit request for an accessory drive-through facility for a new restaurant on Building Pad H within The Peak at Compass Point Commercial Development. The property is designated Regional Commercial in the General Plan and zoned General Commercial, making the proposed use consistent with the area's intended development.

The restaurant will be centrally located on the site and accessed through the existing private street network. Staff noted that the drive-through lane will remain entirely on private property and is not expected to interfere with traffic circulation. The final location of the order board, queuing area, landscaping, and any necessary screening—particularly along SR-36—will be reviewed during the final site plan process. The restaurant parcel was created through an amended subdivision plat that was recorded with the Tooele County Recorder's Office on the day of the meeting.

Staff found the proposal to be compatible with the surrounding commercial development and recommended approval, concluding that any anticipated impacts can be addressed through the proposed conditions and site plan review.

During commission discussion, commissioners expressed appreciation that detailed site design issues would be addressed during the future site plan review rather than through the conditional use permit.

Chairman Hamilton opened the public hearing at 7:13 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:13 p.m.

Motion: Commissioner Hammer moved to approve the Conditional Use Permit request by Jake Finlinson, representing Perry Commercial, to authorize an “Accessory Drive Through Facility” for Building Pad H, lot 15 of the Peak at the Compass Point Commercial Subdivision, application number 2026041, based on the findings and subject to the conditions listed in the Staff Report dated June 18, 2026. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

5. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-16a-3, Residential Special Districts Eligibility and Size, Regarding the Minimum Land Requirements Necessary to Qualify for a Commercial Special District.**

Mr. Aagard presented a proposed ordinance amendment, submitted by Perry Homes, to modify the Commercial Special District (CSD) regulations. The amendment would allow CSDs totaling more than 125 acres to include noncontiguous parcels, rather than requiring all property within the district to be contiguous. The request was prompted by a proposed commercial development consisting of three separate properties totaling approximately 146 acres. While two of the properties already meet the existing 50-acre minimum, the third parcel is only 36 acres and would not qualify independently under the current ordinance.

Mr. Aagard explained that CSDs are intended to provide customized development standards that exceed the City's base zoning requirements while allowing flexibility in site design. Planning Staff noted that CSDs are limited to commercially designated properties and are relatively uncommon. They found no significant drawbacks to the proposed amendment, stating that whether the developments proceed under one CSD or multiple CSDs, each would still require approval by the Planning Commission and City Council. Planning Staff expressed support for the amendment but encouraged the Commission to consider whether additional limitations should be included.

Planning Commissioners discussed several concerns regarding the proposal. While generally supportive of allowing noncontiguous parcels, they questioned whether a single special district should encompass properties separated by several miles. Planning Commissioners also raised concerns that the proposed language could unintentionally allow a large number of very small parcels to be combined into one CSD, creating an inconsistent or impractical district.

To address these concerns, the Planning Commission discussed possible revisions, including limiting a noncontiguous CSD to a maximum of three separate parcels, establishing a minimum parcel size of 30 acres, or requiring each parcel to represent a minimum percentage of the total district acreage. Commissioners also confirmed that any future additions of property to a CSD would require a zoning map amendment and comply with the ordinance in effect at that time.

Following the discussion, the Commission invited the applicant to provide additional input and respond to the proposed modifications before proceeding further.

Jake Finlinson, representing the applicant, explained that the proposed Commercial Special District (CSD) amendment is intended to create consistent development standards across the commercial entry points of the Compass Point master-planned community. The three commercial areas serve as gateways into the development, and a single CSD would ensure cohesive architectural design, landscaping, signage, pedestrian amenities, and branding, even if individual commercial pads are sold to different developers.

Mr. Finlinson stated that the request for allowing noncontiguous parcels is primarily an administrative measure to avoid creating and managing three separate CSDs. He indicated the applicant had no objection to the Commission's proposed revisions limiting the amendment to a maximum of three noncontiguous parcels with a minimum parcel size of 30 acres.

Mr. Finlinson also shared examples of the design standards that will be incorporated into the future CSD, including enhanced landscaping, shaded pedestrian walkways, seating areas, monument signage, attractive retail storefronts, and landscaping around walking trails and signage. He noted that additional CSD standards, including updated monument sign regulations and permitted uses for the commercial and light industrial areas, will be presented to the Planning Commission at future meetings.

Planning Commissioners expressed support for the overall vision and design standards proposed for Compass Point, noting that their primary concern was ensuring the ordinance language would prevent unintended applications by future developers. The Planning Commission agreed that the proposed revisions limiting the number of parcels and establishing a minimum parcel size addressed those concerns and discussed incorporating those changes into the recommended ordinance language.

Motion: Commissioner Jensen moved to forward a positive recommendation to the City Council for the proposed amendments to Tooele City Code Section 7-16a-3, changing "Residential" to "Commercial" in the title, Commercial Special Districts Eligibility and Size, and amending the minimum land requirements to allow no more than three parcels with a minimum of 30 acres each. If there are not three parcels, the existing minimum requirement of 50 acres shall remain in effect. Commissioner Cordova seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

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

Mr. Johnson presented a proposed ordinance amendment to the City's sign regulations to comply with changes required by state law under House Bill 33. While a few revisions provide general code cleanup and clarification, the majority of the amendments are mandatory to align the City's political sign regulations with the updated state statute.

The most significant changes remove the City's authority to prohibit political signs in park strips, provided the adjacent property owner consents, and limit the City's ability to remove political signs to those that violate state regulations or create safety hazards, such as obstructing traffic visibility. When a noncompliant sign is removed, the City must store it in a designated location, make reasonable efforts to notify the owner, hold the sign for five days, and may charge a retrieval fee of up to \$25 before disposing of unclaimed signs. The ordinance also updates the definition of political signs to match state law, exempts political signs from certain general sign regulations, removes outdated references to the former Board of Adjustment, and clarifies the City's appeals process to address three types of appeals, including appeals of the sign retrieval fee.

Planning Commissioners discussed the practical challenges of the new state requirements, particularly the likelihood that candidates from outside the area would not retrieve old campaign signs. Despite those concerns, planning commissioners acknowledged that the updated process would provide a clear mechanism for removing abandoned or hazardous political signs and help address long-standing concerns about signs remaining in public rights-of-way after elections. Overall, the discussion focused on implementing the state-mandated changes while improving the City's ability to manage noncompliant political signs.

Chairman Hamilton opened the public hearing at 7:46 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:46 p.m.

Motion: Commissioner Proctor moved to forward a positive recommendation to the City Council for the proposed ordinance amendments to Tooele City Code Title 7, Chapter 25, Signs, regarding the removal, safeguard and disposal of political signs based on Mr. Johnson's presentation. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye"; Commissioner Proctor, "Aye"; Commissioner Cordova, "Aye"; Commissioner Jensen, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 7-0.

7. **Decision on a Preliminary Subdivision Plan Review requested by Larry Jacobson, representing SandRock Development, for the Millennial Park Phase 2 Townhomes Subdivision, a proposed 24-unit townhome development on approximately 1.5 acres located at the northeast corner of 400 North and 300 West in the MR-16 Multi-Family Residential zoning district.**

Ms. Anglin presented a request for preliminary subdivision approval for 24 townhouse lots and associated common areas. The subdivision had previously been approved but expired due to time limitations, and the applicant is requesting approval of the same general design.

Staff explained that the proposal is consistent with the property's zoning and the General Plan and is compatible with surrounding development. Adjacent properties to the north and west are zoned MR-16 and include an existing mobile home park and Phase 1 of Millennial Park. The subdivision will consist of townhouse lots served by private streets with homeowner association-maintained open space.

As part of the review process, the applicant obtained the required approvals from applicable service providers. Staff noted that the associated site plan remains under review by the Development Review Committee and has not yet received final approval. All reviewing departments recommended approval of the preliminary subdivision, and staff supported the request subject to the recommended conditions.

Motion: Commissioner Anderson moved to approve the Millennial Park Phase 2 Preliminary Subdivision Plan Request by Larry Jacobson, representing SandRock Development for the purpose of creating 24 town house style residential lots, application number 2025102, based on the findings and subject to the conditions listed in the Staff Report dated June 17, 2026.

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

8. **City Council Reports**

Councilman Gossett reported that the most recent City Council meeting focused heavily on the budget and financial numbers. He noted that, from his review, many budget items actually decreased compared to the previous year, with only a slight overall increase, which he viewed positively as an effort to control costs rather than continually raise spending.

He pointed out one notable exception: a significant increase tied to repairs for the golf course driving range fence, which he acknowledged was a necessary expense.

He also remarked that public attendance at the meeting was very low—only about five people—but highlighted that the Finance Director, Shannon Wimmer, became emotional while presenting and appreciated that at least one resident appeared to be closely following the budget process.

Overall, he described the meeting as informative and appreciated the focus on fiscal responsibility.

9. **Review and Decision – June 10, 2026 Planning Commission Meeting Minutes**

There were no corrections to the minutes

Motion: Commissioner Hammer moved to approve the June 10, 2026 Planning Commission Meeting Minutes. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

10. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:53 p.m.

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

Approved this _____ day of July, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

Economic Development Fourth Quarter Update

Presented by: John Perez, Economic Development Director



Business Attraction/ Expansion



- Snelgrove Ice Cream– Grand Opening
- Electroflow– Grand Opening
- Beans & Brews– Grand Opening
- SportClips– Grand Opening

Vacancy Rates



Tooele City Vacancy Rates			
Category	Q3	%Change	Q4
Retail	4.7%	0.8%	5.5%
Office	3.9%	0.0%	3.9%
Industrial	12.1%	-2.1%	14.2%
Hospitality	64.2%	0.2%	64.4%

Lead Generating Pipeline



Lead Generating Pipeline	
Type	# of Contacts Made
Restaurant	10
Retail/Hospitality	10
RFI	2
RFI Visits	2

EDCUtah



- Submitted 2 RFIs
- 1 RFI Win in Q1 FY 26
- Electroflow
- Featured on KSL



Governor's Office of Economic Opportunity (GOEO)



- Submitted 1 RFIs
- 1 RFI Win in Q1 FY 26

Redevelopment Agency (RDA)



- Founder's Pointe (1000N & SR 36) (~425 NEW JOBS)
 - Chipotle – Open (Approx. 20-30 staff)
 - Wing Stop – Open (Approx. 20-30 staff)
 - Ross – Open (Approx. 60-75 Staff)
 - Chili's – Open (Approx. 50-60 staff)
 - Hobby Lobby – Open (Approx. 50-60 staff)
 - Ulta Beauty – Open (Approx. 50-60 staff)
 - Five Below – Open (Approx. 20-30 staff)
 - TJ Maxx – Open (Approx. 60-75 staff)
 - Sierra Trading Post – Open (Approx. 20-30 staff)
 - Bath & Body Works – Open (Approx. 30-40 staff)
 - 7 Brews – TBD
 - Shopko Optical – TBD
 - Café Zupas - TBD
 - Zao Asian Café - TBD

Redevelopment Agency (RDA)



- The Peak (2400 N & SR 36)
 - Smith's Marketplace
 - Smith's Fuel Center
 - Starbuck's Coffee (In Smith's)
 - Jersey Mike's Subs
 - Beans & Brews Coffee House
 - Chase Bank
 - Tropical Smoothie Café
 - McDonald's
 - Einstein Brother's Bagels
 - Little Caesars
 - Nail Spa
 - Snelgrove



Little Caesars



Hollywood Plaza



- Hollywood Plaza (NWC SR 36 & Utah Ave.)
 - Der Wiener Schnitzel
 - Port of Subs
 - Xfinity



Redevelopment Agency (RDA)



- Tooele Business Park
 - Updated Conceptual Map
 - Final Engineering Review Complete
 - ALTA Survey Complete
 - Actively Being Marketed

Economic Development Strategic Plan



Economic Development Strategic Plan



Our Vision

A desirable location for the prosperity of locals and businesses; a hospitable, small-town feel combined with a metropolis of industry of regional importance; a place where people live, work, learn, and govern together for the common good.

Our Mission

Advance economic opportunity and high quality of life for all.

This mission is supported by a strategic plan that emphasizes:

- **Diverse Economic Base:** Attracting high-wage jobs and broadening industry types to strengthen the local economy.
- **Collaborative Efforts:** Partnering with state and local organizations to promote business attraction and improve overall infrastructure that streamlines development.
- **High Quality of Life:** Investing in infrastructure and revitalizing areas like Downtown and Broadway to enhance community and tourism.

Strategic planning aims to provide a cooperative vision for mutual achievement and prosperity for the public and private sectors. Give leaders in the community a place to reflect strategically and come to an agreement on initiatives and solutions. Assemble a broad coalition comprising all associations, factions, and backgrounds.

ECONOMIC DEVELOPMENT STRATEGIC PLAN

TOOELE CITY

Focus Area 1: Business Attraction

Business Attraction focuses on recruiting new companies and investment that align with Tooele City's economic strengths, workforce, and long-term growth goals. This strategy promotes the city as a competitive location for business by highlighting available sites, transportation access, workforce availability, quality of life, and a supportive business environment. Targeted outreach, marketing, and partnerships with regional and state economic development organizations will help attract industries that diversify the economy, create quality jobs, and expand the local tax base. By focusing on industries that complement existing businesses and community priorities, Tooele City can encourage sustainable and balanced economic growth.

Targeted Industries:



Manufacturing



Biosciences



Aerospace
& Defense



Outdoor
Recreation



Financial
Services



Healthcare



Large Scale
Retail

Implementation Strategies:

- Develop market industry-ready sites
- Targeted industry marketing and outreach
- Strengthen regional and state partnerships
- Support workforce development for target industries
- Utilize bespoke incentives and development tools
- Support for commercial growth for retail and restaurants
- Promote industry clusters and supply chains
- Enhance business-friendly development processes

ECONOMIC DEVELOPMENT STRATEGIC PLAN

TOOELE CITY

Social Media



- Tooele City Instagram Page
 - 1200% Increase in Reach
 - 121.8% Increase in Content Interactions
- Tooele City Facebook Page
 - 50.4% Increase in Content Interactions
 - 555k Views
- Tooele City LinkedIn Page
 - 93.2% Reactions
 - 91.2% Impressions



Quarterly Report



- Suggestions and/or Questions from Council

TOOELE CITY CORPORATION

RESOLUTION 2026-45

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

WHEREAS, Mayor Maresa T. Manzione has appointed Rebekka Peterson 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 Maresa T. Manzione has appointed Rebekka Peterson 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 _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

EXHIBIT A

Tooele City 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	09/18/2024	Committee Member
Wayne Anderton (Mayor)	10/1/2024	10/1/2027	09/18/2024	Committee Member
Dorothy Manusakis (Mayor)	03/04/2026	10/1/2027	03/04/2026	Committee Member
Heather Hooper (Mayor)	10/1/2024	10/1/2027	09/18/2024	Committee Member
Rebekka Peterson (Mayor)	07/15/2026	07/15/2029	07/15/2026	Committee Member
Jon Gossett	N/A	N/A	01/07/2026	City Council Representative
John Perez	N/A	N/A	09/18/2024	Staff Representative

TOOELE CITY CORPORATION

RESOLUTION 2026-46

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING AND APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2026-2027.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2026-2027 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2026-2027 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers; and,

WHEREAS, the Mayor's signing of the Dispatch Service Agreement was necessary as time was of the essence, and thus was in the best interest of the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2026-2027 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved and ratified.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Dispatch Service Agreement

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2026, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Tooele City, (hereinafter referred to as "City").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Maintain operation of the Fire and EMS paging system.
- f. Provide Spillman Flex interface system technology analyst support.
- g. Conduct monthly area wide communication meetings.
- h. Run Utah Criminal Justice Information System database checks.
- i. Provide clearing house for NCIC entries including modifications and clears.
- j. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2026, through June 30, 2027, the City agrees to pay the County the sum of \$327,722.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit "A" which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2026, and shall terminate on June 30, 2027, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2026, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2026

TOOELE CITY

Maresa Tonioli Manzione
Mayor

Date

ATTEST:

Shilo Baker
Tooele City Recorder

Date

APPROVED AS TO FORM:

Matthew Johnson
Tooele City Attorney

Date

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

Date

ATTEST:

Tracy Shaw
Tooele County Clerk

Date

APPROVED AS TO FORM:

Nathan Harris
Deputy Tooele County Attorney

Date

TOOELE CITY CORPORATION

RESOLUTION 2026-48

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CHANGE ORDER TO THE AGREEMENT WITH NEWMAN CONSTRUCTION, LLC, FOR THE 200 WEST WATERLINE REPLACEMENT PROJECT.

WHEREAS, Tooele City finds it necessary to replace waterline in the area near Henwood Drive (in the area of 500 North and 300 West) in Tooele City; and,

WHEREAS, on April 15, 2026, the City Council approved Resolution 2026-22, approving an agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project ("200 West Project"); and,

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

WHEREAS, the City desires to continue the waterline replacement project, to include the area near 500 North and 300 West ("Henwood Phase"), and desires to sole-source the work on the Henwood Phase to Newman Construction as a Change Order No. 1 to the 200 West Project, for several reasons:

- Newman Construction was the lowest responsible responsive bidder for the first phase of the Project.
- Awarding the change order to Newman Construction for the Henwood Phase will maintain the project consistency and standard received with the 200 West Project.
- The City desires the same product standard for the Henwood Phase.
- The Change Order will maximize efficiency in completion of and cost savings to the City.

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 Newman Construction for the Henwood Phase will “maximize efficiency in completion of and cost savings to the City for the Project”; and,

WHEREAS, the work for the Henwood Phase is similar and related to the work completed for the initial phase of the 200 West Project, and is therefore a “similar project”; and,

WHEREAS, Newman Construction has submitted a change order cost proposal of \$264,289.00 for the Henwood Phase (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 1 with Newman Construction, LLC, a change order to the 200 West Waterline Replacement Project agreement, in the amount of \$264,289.00, for construction of the Henwood Phase.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Newman Construction, LLC,
Change Order Cost Proposal



CONTRACT PROPOSAL

13331 So. Redwood Rd. • Riverton, Utah 84065 • Phone 254-3524 • Fax 254-6469

Excavation • Demolition • Pipeline

DATE: 7/1/2026 JOB NAME: 300 WEST TO 500 NORTH WAT
SUBMITTED TO: TOOELE CITY ADDRESS: 500 N 300 W, TOOELE
PHONE: 801-618-6145 ESTIMATED START DATE:
CONTACT: KYAN HOLT

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
<u>GENERAL</u>					
10	MOBILIZATION	1	LS	\$ 20,700.00	\$ 20,700.00
20	POTHOLE EXISTING UTILITIES	1	LS	\$ 2,700.00	\$ 2,700.00
<u>DEMOLITION</u>					
30	DEMO AND DISPOSE OF EXISITNG ASPHALT	9,030	SF	\$ 0.80	\$ 7,224.00
40	DEMO AND DISPOSE OF EXISITNG CONCRETE WATERWAY	170	SF	\$ 20.00	\$ 3,400.00
<u>ROADWAY IMPROVEMENTS</u>					
50	INSTALL 4" ASPHALT AND 8" BASE	9,030	SF	\$ 6.00	\$ 54,180.00
60	INSTALL CONCRETE WATERWAY AND BASE	170	SF	\$ 40.00	\$ 6,800.00
70	INSTALL CONCRETE COLLARS FOR GATE VALVES	9	EA	\$ 555.00	\$ 4,995.00
<u>UTILITIES</u>					
80	INSTALL 8" C900	1,134	LF	\$ 85.00	\$ 96,390.00
90	INSTALL 8" GATE VALVE	5	EA	\$ 2,900.00	\$ 14,500.00
100	INSTALL HYDRANT COMPLETE ASSEMBLY	4	EA	\$ 11,000.00	\$ 44,000.00
110	INSTALL TIE TO EXISTING WATER	1	EA	\$ 9,400.00	\$ 9,400.00
<u>TOTAL</u>					\$ 264,289.00
NOTES: ACTUAL QUANTITIES INSTALLED WILL BE BILLED. PROJECT SCHEDULE RELIES ON AVAILABILITY OF MATERIALS, NOT RESPONSIBLE FOR ANY ASSOCIATED SCHEDULE DELAYS. THIS PROPOSAL MUST BECOME PART OF ANY CONTRACT, THIS PROPOSAL IS THE SCOPE OF WORK.					

BID IS: ☒ Unit Price (actual measured upon completion)

☐ Lump Sum

We hereby propose to do the outlined items of work, subject to all terms and conditions as set forth herein. All materials used are guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications which will involve extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, weather, or other foreseen delays beyond our control. Agreement may be withdrawn if not accepted within 30 days. IN ORDER TO BE PUT ON THE WORK SCHEDULE, WE MUST RECEIVE A SIGNED COPY OF THIS PROPOSAL.

CLAUSE: Solid formations or buried structures will be renegotiated, or billed at T&E rates. Excessive delays beyond our control may be billed at T&E rates.

BY NEWMAN CONSTRUCTION: _____ DATE: _____

ACCEPTANCE: The above prices, specifications and conditions are accepted. You are authorized to do the work as specified. Payment will be made as outlined.

PAYMENT IS TO BE MADE AS FOLLOWS (NO CREDIT CARDS): All accounts due by 10th of month following date of invoice. In the event payment is not made by due date, I/We agree to pay all attorney's fee's, court costs, including charges or commissions up to 50 percent that may be assessed to us by an outside collection agency or attorney who has been retained to pursue this matter I/We agree to pay interest at the rate of 2 percent per month (24 percent per year).

SIGNATURE & TITLE:

DATE:

TOOELE CITY CORPORATION

RESOLUTION 2026-50

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING AND APPROVING AN AGREEMENT WITH RAIN FOR RENT, INC., FOR A GOLF COURSE PUMP SYSTEM AT OVERLAKE GOLF CLUB.

WHEREAS, on August 6, 2014, City Council approved Resolution 2014-37 approving a settlement agreement with Tooele Associates L.P. and other parties ("2014 Settlement Agreement"); and,

WHEREAS, pursuant to paragraph 11 of the 2014 Settlement Agreement (Exhibit A), the "City will supply treated wastewater to the Links at Overlake golf course" (now known as "Overlake Golf Club"); and,

WHEREAS, City Administration found that, due to adverse weather events and other factors, in order to supply the required secondary water needed in a practical manner, a pump system was needed to move the water from pond to pond; and,

WHEREAS, Tooele City accepted a proposal from Rain for Rent, Inc., for the installation of the golf course pump system at a total cost of \$50,521.62 (Exhibit B); and,

WHEREAS, the Mayor's signing of the contract was necessary to mitigate operational and environmental risks to the golf course; and,

WHEREAS, the agreement complies with procurement procedures because the emergency action was necessary to protect the property as well as the interest of the City from the impact of adverse weather events and other factors, pursuant to Section 63G-6a-803 of the Utah Procurement Code and Section III(A)(5) of Tooele City Corporation's Purchasing Policy and Procedures:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Rain for Rent, Inc., for installation of the golf course pump system at a total cost of \$50,521.62, attached hereto as Exhibit B, is hereby approved and the Mayor's signature thereon is hereby ratified.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Paragraph 11 of the 2014 Settlement Agreement

Plan amendment to be adopted as described in this paragraph and, in addition, the right to use up to twenty percent (20%) of the Overlake Properties for commercial and light-industrial uses, with the light-industrial uses to be located near the westernmost side of the Overlake Properties. The development rights and densities confirmed by this Agreement are specifically intended to be and are hereby confirmed to be “vested rights” of the Developer Parties as that term is construed in Utah’s common law and statutes, including Utah Code Ann. §10-9s-509. The Developer Parties shall work with the City and, no later than December 31, 2014, shall submit a plan for Overlake designating those areas it intends for residential, commercial and light-industrial uses consistent with the rights vested in this Agreement. That plan is not an exhibit to this Agreement but shall be adopted by the City as an amendment to the Tooele City General Plan – Land Use Element for Overlake within 90 days of its submission or resubmission (in the event of revisions), and shall thereafter be the basis for approval of land use applications submitted to the City, so long as those applications are consistent with the Tooele City General Plan – Land Use Element, the land use statutes of the State of Utah, the land use ordinances of the City (except as modified by this Agreement), and the provisions of this Agreement. Once the land use plan amendment has been adopted, the Parties agree to record a document in substantially the form shown in Exhibit “H,” giving notice of this Agreement and that the previously approved development agreement, including amendments, is no longer in effect.

10. **Impact Fees and Development Standards.** All future development at Overlake shall be subject to then-applicable impact and other development fees on the same basis as other development occurring within the City, except that water rights dedication credits under the Water Certificates may be tendered in satisfaction of the water rights dedication requirements set forth in the City’s water rights dedication ordinance (T.C.C. 7-26-1, *et seq.*) Other than the permitted uses, densities, and inspection procedures provided for in this Agreement, and the provisions of the Overlake Land Use Plan, the design, approval and installation of the public and private improvements in Overlake shall be subject to and conducted in a manner consistent with the City’s then-current land use regulations and fees.
11. **Secondary Water.** The City will supply treated wastewater to the Links at Overlake golf course, as and when needed, at the rate of \$20.00 per acre-foot until October 15, 2024 (at an estimated usage of 500 acre-feet per year, a charge of \$10,000.00 per year). After October 15, 2024, the \$20.00 per acre-foot rate will increase each year by 3% for an additional ten (10) years until October 15, 2034, unless another rate is agreed to by the parties. After October 15, 2034, and for as long as the golf course is operating, the City will provide secondary water and charge, and the then-current operator of the golf course shall pay, a revised rate based on the actual cost of providing such secondary water or some other rate as agreed to by the City and the operator.
 - 11.1.1 The Developer Parties shall reduce the first installment of the payment of the Claim specified in Section 3.2 by \$42,310.00, representing the \$20.00 per acre-foot value of all water utilized from July 1, 2009, through the date of this Settlement Agreement.

Exhibit B

Rain for Rent, Inc., Agreement



Project Name	Tooele Golf Course Pump System	Jobsite	Tooele Golf Course Pump System
Date Prepared	7/2/2026	Est. Delivery Date	7/6/2026
Prevailing Wage	No	Est. Completion Date	8/31/2026

Project Location

90 North Main Street
Tooele, UT, 84074

Project Description and Overview

PROJECT OVERVIEW

Customer is requesting (2) pump systems to move pond-water from pond to pond. One system will consist of (1) HH125c pump and 4400' of fused 6" HDPE pipe. The other system will consist of (1) DV100 pump, 150' of 4" hose. Both systems will draw from one pond and discharge directly into another pond.

We are also providing road crossing for vehicles traveling along the dirt roads, and ramplock systems for the cart path where the pipe will need to cross the golf course cart paths.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Customer is requesting (2) pump systems to move pond-water from pond to pond. One system will consist of (1) HH125c pump and 4400' of fused 6" HDPE pipe. The other system will consist of (1) DV100 pump, 150' of 4" hose. Both systems will draw from one pond and discharge directly into another pond.

We are also providing road crossing for vehicles traveling along the dirt roads, and ramplock systems for the cart path where the pipe will need to cross the golf course cart paths.

Customer Responsibilities:

- Obtain and adhere to a discharge permit
- Maintaining and operating system
- Customer will operate system
- Signing transfer of operations form prior to pump start up

Rain for Rent (RFR) will provide the following:

- Delivery, installation, removal, pickup of all quoted materials/equipment
- Customer will operate system

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:

- Verbal / Written Request

Operating Parameters

Water source is: Pond/Lake
Pipe/Hose Type: HDPE
Size: 6"



Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 5000 Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

Upon Pickup:

Contact the RFR office at 801-425-3215 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 5 days prior to delivery.

Estimated schedule durations:

Mobilization: 1 day
Installation: 5 days
Removal: 3 days
Demobilization: 1 day

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Billing

Proposal Number 1029-IND-2229256 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain For Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.



Rain For Rent
Sales Rep: Colter Liddiard

TOOELE CITY CORPORATION
Account: 146657
Proposal: 1029-IND-2229256

1. Delivery and labor for this project will be billed upon completion of the installation.

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

Deposits may be required. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Deposits not Required. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



Rain For Rent
Sales Rep: Colter Liddiard

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RENTAL ITEMS

Qty	Units	Duration	Item	Description	Day	Week	Cycle	Extension
1	Each	1 Cycle	815017	Pump High Head 4" HH125C SD	\$474.09	\$948.18	\$2,844.54	\$2,844.54
4400	Each	1 Cycle	950947	Pipe 6" HDPE DR17	\$0.60	\$0.60	\$1.19	\$5,236.00
5	Each	1 Cycle	326008	Elbow 6" 45 Degree HDPE DR17	\$11.53	\$11.53	\$23.05	\$115.25
3	Each	1 Cycle	BE00148	Road Crossing 6"x10' GRV Flat Rectangular Steel	\$91.67	\$91.67	\$183.33	\$549.99
7	Each	1 Cycle	722062	Adapter 6" Flanged HDPE DR17	\$11.53	\$11.53	\$23.05	\$161.35
1	Each	1 Cycle	811505	Pump Trash 4" DV100 SD SA	\$389.39	\$778.78	\$2,336.35	\$2,336.35
1	Each	1 Cycle	723437	Hose 4"x20' Suction Bauer PVC	\$55.04	\$55.04	\$110.07	\$110.07
3	Each	1 Cycle	955034	Hose 4"x10' HD Tank Truck Bauer	\$49.10	\$49.10	\$98.20	\$294.60
6	Each	1 Cycle	722888	Hose 4"x20' HD Tank Truck Bauer	\$68.38	\$68.38	\$136.77	\$820.59
1	Each	1 Cycle	729451	Road Crossing 6"x12' Flanged Angle	\$468.86	\$468.86	\$937.73	\$937.73
16	Each	28 Days	721999	Ramplox	\$3.09			\$1,384.32
10	Each	1 Cycle	326083	Adapter 6" Ind Groove HDPE DR17	\$11.53	\$11.53	\$23.05	\$230.50
1	Each	1 Cycle	722016	Adapter 4" Flange x Ind Groove AL	\$8.24	\$8.24	\$16.48	\$16.48
1	Each	1 Cycle	721531	Adapter Reducing 6"x4" Ind Groove AL	\$14.13	\$14.13	\$28.26	\$28.26
9	Each	1 Cycle	722821	Hose 6"x20' HD Tank Truck Ind Groove 150#	\$151.92	\$151.92	\$303.84	\$2,734.56
4	Each	1 Cycle	723064	Tee 6"x6"x4" Ind Groove Cast 7121	\$14.88	\$14.88	\$29.76	\$119.04
Rental Subtotal								\$17,919.63

SERVICE ITEMS

Description	Price
DELIVERY Freight for pump and delivery of equipment to the job site	\$4,339.80
INSTALL	\$10,000.00
REMOVE	\$8,000.00
PICKUP	\$1,839.80
SERVICE Pipe fusing	\$7,840.00
Service Subtotal	\$32,019.60



Rain For Rent
Sales Rep: Colter Liddiard

TOOELE CITY CORPORATION
Account: 146657
Proposal: 1029-IND-2229256

Liquid Ingenuity®

PROJECT COSTS		
Estimated Rental Total		\$17,919.63
Estimated Environmental Recovery Fees		\$582.39
Total Estimated Recurring Charges		\$18,502.02
SERVICES		
Estimated Delivery		\$4,339.80
Estimated Installation		\$10,000.00
Estimated Removal		\$8,000.00
Estimated Pickup		\$1,839.80
Estimated Services		\$7,840.00
GRAND TOTAL		\$50,521.62

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

<u>Tooele City Corporation</u>	<u>[Signature]</u>	<u>7/2/2026</u>
Customer Name	Customer Signature	Date

Proposal Acknowledgement

By signing this proposal, customer represents that he/she has read and agreed to both the Statement of Work and Quote Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if accepted and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this proposal.

Approved as to Form:

PO Number: _____

Rental Protection Plan

[Signature]
Tooele City Attorney

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

RPP	\$2,687.94	Accept	Decline
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INITIAL _____

Created Date: 7/1/2026



Rain For Rent
Sales Rep: Colter Liddiard

TOOELE CITY CORPORATION
Account: 146657
Proposal: 1029-IND-2229256

Liquid Ingenuity®

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. Rain for Rent applies a processing fee on credit card transactions. The processing fee amount does not exceed our cost of accepting credit cards as required by the card brands. To avoid this fee, choose an alternative payment method (e.g. ACH). A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel>. An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. The prices quoted herein are based on the tariffs, duties, and import/export regulations in effect as of the date of this quotation. If, at any time after the issuance of this Quotation, there is any change in applicable tariffs, duties, taxes, surcharges, or other government-imposed costs, Rain for Rent reserves the right to adjust the quoted prices accordingly. Rain for Rent is not liable for delays caused by changes in tariffs, duties, and import/export regulations. Please be assured every effort will be made to execute the quote as written.

Rental Protection Plan Program Agreement

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent. This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below. 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 15 percent (15%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence. 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment. 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires. 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

TOOELE CITY CORPORATION

RESOLUTION 2026-51

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JOHNSON CONTROLS, INC., FOR HEATING AND AIR CONDITIONING CONTROL AND UPGRADES AT TOOELE CITY LIBRARY, TO INCLUDE CHILLER REPLACEMENT.

WHEREAS, Tooele City, through the Municipal Building Authority of Tooele City, Utah, owns and operates Tooele City Library; and,

WHEREAS, the Tooele City Library's heating and air conditioning controls have exceeded their useful life and must be upgraded to new equipment, to include replacement of the current chiller; and,

WHEREAS, Johnson Controls, Inc., is a State of Utah-approved contractor for HVAC equipment supply and installation pricing and, consistent with Tooele City procurement policy, the City has selected Johnson Controls, Inc., to supply and install the new equipment, for the cost of \$128,473.04 (see the agreement attached as Exhibit A); and,

WHEREAS, it is in the best interest of Tooele City to maintain its city facilities in good and safe working order:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with Johnson Controls, Inc., in the amount of \$128,473.04, for the upgrade of the HVAC System at the Tooele City Library, to include replacement of the current chiller.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Agreement:
Johnson Controls, Inc.



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Johnson Controls Inc. of 2255 Technology Pkwy, West valley City, UT 84119, a(n) Inc.** (hereinafter “Contractor”) enter into this Agreement on the **15 day of July, 2026** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Tooele City Library 128 W Vine St Tooele, UT 84074.
Chiller Replacement
 - Remove and properly dispose of existing chiller,
 - Install new chiller in existing pad location
 - Make all connections to power and communication with I-View system
 - Includes all pipe connection and wire connection equipment
 - Includes all gases and verified leak check
 - Verify proper function of new chiller
 - Updates network and graphics to ensure system is displayed correctly in I-View
 - Contractor is responsible for site safety
 - Contractor is responsible for clean up after completion of project
 - Project Completion Walk through with owner
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$128,473.04** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **November 30, 2026.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all

lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Approved as to form:

Shilo Baker, Tooele City Recorder
SEAL

Matthew C. Johnson, Tooele City Attorney
(Revised 08/14/2025)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2026-47

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

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

WHEREAS, Policy Section XI(17) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the Public Works Department is in possession of goods ("Goods"), specifically six (6) plows and one (1) flatbed trailer, which it deems to be surplus to the needs of Tooele City, detailed more fully and enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 77-11c, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-11d:

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 auction.

This Resolution shall take effect upon passage.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

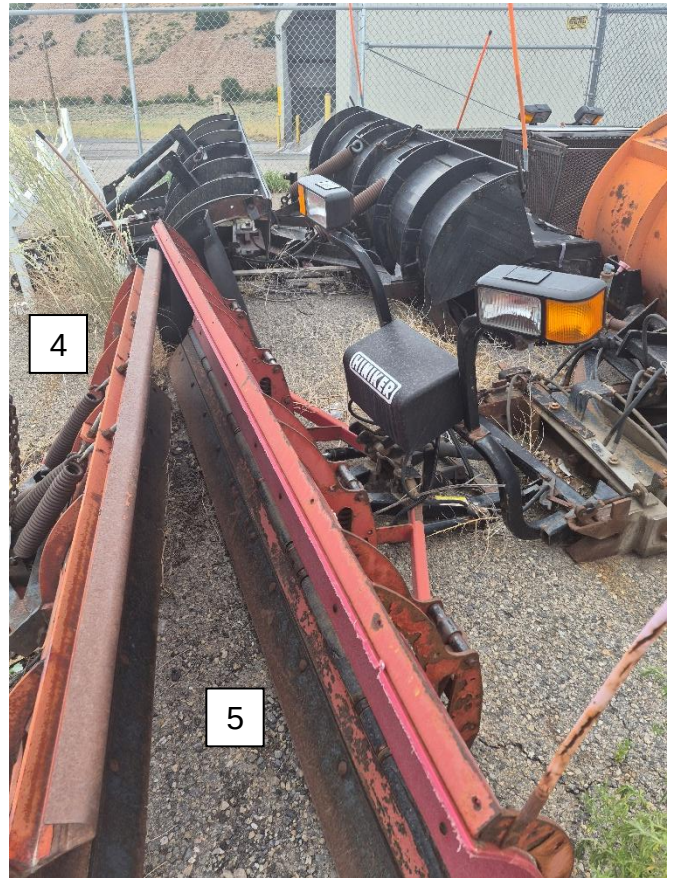
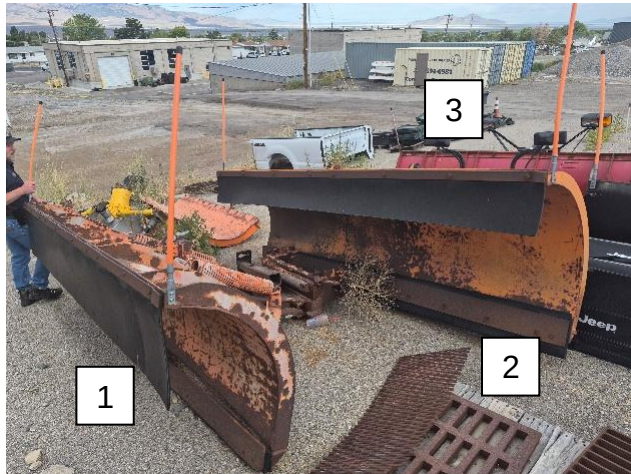
S E A L

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

Exhibit A

List of Surplus Goods

(1) Six Plows



**(2) One Flatbed Trailer (Vehicle# 9028) 1993 Holden 12 Ton Trailer
VIN 12HTD3020PS103952**



TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/02/26

DESCRIPTION OF EXPENDITURE:

VENDOR: STEADMANS

00631

HONDA PIONEER 1000 FOR WWTP

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED	Y. T. D.	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	52 5220 748000	182,500.00	0.00	50,000.00	132,500.00
TOTAL:				50,000.00	

REQUESTED


DEPARTMENT HEAD

REVIEWED


FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN

All information is REQUIRED*



**PURCHASE
ORDER**

Customer's Phone #: <u>435-248-3001</u>	Date: _____
*Sold to: <u>Tooele City</u>	*Co-purchaser: _____
*Driver's License #: OR Business FEIN: _____	*Driver's License #: _____
*Date of Birth: _____	*Date of Birth: _____
*Email address: <u>Patrick B @ Tooele city.gov</u>	
*Address: _____	
City: _____ State: _____ Zip: _____	
Mailing address if different: _____	

Description	Amount
Unit: _____ MSRP	<u>17,599</u>
Freight	<u>1,295</u>
Setup	
- state contract 7%	<u>- 1,231.93</u>
hard cab enclosure with glass WS and wiper installed	
3500 lb winch not installed	<u>7,152.93</u>
SUB TOTAL	
SALES TAX	
DOC FEES, LICENSE, REGISTRATION & INSPECTION <u>title only</u>	<u>185</u>
TOTAL	<u>29,000</u>
TRADE PAY-OFF	
DOWN PAYMENT	
BALANCE <u>x 2 machines built the same</u>	<u>50,000</u>

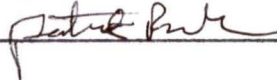
VENDOR # 00631

P.O. # _____

DEPT. # 52.5220.748000

DATE 7-2-26

AMOUNT \$ 50,000.00

SIGNATURE 

City Council Business Meeting Minutes

Date: June 17, 2026

Time: 7:00 p.m.

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

Council Members Present

Justin Brady
Ed Hansen
Jon Gossett
Melodi Gochis
Dave McCall

Staff Present:

Maresa Manzione, Mayor
Andrew Stagg, Assistant City Attorney
Nathan Farrer, Public Works Director
Kelley Anderson, Planning Commissioner
Chris Sloan, Planning Commissioner
Police Chief Adrian Day
Kami Perkins, HR Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder
Braxton Roberts, IT

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Councilman Brady opened the meeting at 7:05 p.m. and led the Pledge of Allegiance.

2. **Roll Call**

Jon Gossett, Present
Melodi Gochis, Present
Ed Hansen, Present
Dave McCall, Present
Justin Brady, Present

3. **America 250 – TooeleServes Day**

Mayor Manzione thanked city staff for compiling photos highlighting this year's TooeleServes event. TooeleServes is a community-wide service initiative that builds on the tradition of #TakePrideTooele Day, encouraging residents, businesses, organizations, and families to work together to improve the community.

As part of the nation's celebration of America's 250th Anniversary, the program was expanded in 2026 to emphasize service, connection, and community engagement while aligning with the national America Gives initiative. This year's spring cleanup was especially significant because it coincided with Good Neighbor Day America, a nationwide day of service.

On May 16, approximately 65 volunteers participated in the community cleanup effort. Volunteers included local families, City Council members, city employees, missionaries from The Church of Jesus Christ of Latter-day Saints, and many other community members. Together, they completed extensive cleanup and improvement projects at the Tooele Valley Museum and Historical Park, helping preserve an important part of the community's history.

The event also included Tooele City's Arbor Day celebration, during which volunteers planted trees at the Pratt Aquatic Center Park to enhance the park's beauty, improve shade, and replace trees that had been lost.

Additional service projects were completed throughout the community by individuals and organizations, including cleanup and maintenance efforts at the Pratt Aquatic Center Park, Red DelPapa-Babe Ruth Park, Copper Canyon Park, Dow James Park, Main Street, Broadway, and roadways along the north end of the city.

Mayor Manzione noted that while many of these projects may seem small individually, collectively they make a significant impact by beautifying public spaces, preserving community assets, and demonstrating community pride. She expressed gratitude to all volunteers, families, businesses, and organizations who participated, emphasizing that their service helps make Tooele a better place to live, work, learn, and play. The event exemplified the spirit of America 250 by honoring the past, strengthening the present, and building a brighter future for the community.

4. ***State Funded Grant for Court Victim Advocates**

Presented by Velynn Matson, Tooele County Victim Advocate

Ms. Matson provided an update on victim services and the grant program prior to the close of the current grant cycle on June 30. She reported that the office has already been approved for continued grant funding beginning July 1.

A review of recent statistics showed that most crime victim categories served by the office, including domestic violence, sexual assault, abuse, and burglary, experienced slight decreases over the past three months compared to the previous quarter. Stalking and harassment cases remained consistent and continue to be a significant concern.

Since April 1, the Victim Advocate's Office has assisted 93 new victims and provided ongoing services to 135 victims of crime. Grant funding has enabled the office to provide emergency assistance for victims, including help with housing, utilities, transportation, diapers, and other immediate needs that arise due to unexpected financial hardships.

The office also continues to connect victims with local resources, including the Utah Housing Authority, local food banks, thrift stores, and meal programs provided through Harris Village. Matson noted that emergency assistance funding will increase slightly in the upcoming grant year, allowing the office to help additional victims. The annual grant provides approximately \$30,000 in

funding. Recent grant changes have allowed the program's tracking system costs to be covered by the grant, freeing additional funds for direct victim assistance. Ms. Matson expressed appreciation for the continued collaboration with law enforcement, city attorneys, and city leadership as the program begins another year of service.

5. **Public Comment Period**

Chairman Brady opened the public comment period at 7:12 p.m.

Scott Degelbeck, a Tooele City resident, commented on the City's tentative budget. He noted that after requesting a copy of the budget at the May 6 City Council meeting, Finance Director Shannon Wimmer promptly provided one. He spent several weeks reviewing the 73-page document and prepared questions and comments regarding the budget.

Mr. Degelbeck stated that he delivered his questions to the Mayor's Office and Finance Department and was subsequently invited to meet with Mayor Manzione and Director Wimmer. During the meeting, they reviewed and addressed all of his questions, providing explanations regarding the budget development process, departmental requests, priorities, and expenditures.

While acknowledging that they may not agree on every issue, he expressed appreciation for the opportunity to discuss the budget and gain a better understanding of how it is prepared. He commended the City's leadership and staff for their work in developing a well-organized and informative budget document and thanked Mayor Manzione and Director Wimmer for taking the time to meet with him and answer his questions.

Seeing no other members of the public coming forward Chairman Brady closed the public hearing at 7:15 p.m.

6. **Public Hearing and Motion on Resolution 2024-41 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the final budget amendments for Fiscal Year 2025-2026. She explained that many of the amendments are routine adjustments used to incorporate grant funding, donations, and other revenues received during the year into the City's budget.

Significant amendments included a \$1.4 million adjustment to account for funds received from Tooele County for the 2400 North project through a COG grant, allowing those funds to be expended on the project. An additional \$712,000 was added to the RDA budget for previously approved participation agreements associated with Public Infrastructure District (PID) projects that may occur before the end of the fiscal year.

Other notable adjustments included a \$148,000 budget increase for repairs to the golf course net, funded through insurance proceeds received from a claim, and a \$70,000 increase in the Solid Waste Fund to ensure sufficient funding for hauling fees through the remainder of the fiscal year. Ms. Wimmer noted that the amendments represent the final budget adjustments needed to close out the fiscal year and offered to answer any questions from the Council.

Chairman Brady opened the public hearing at 7:18 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:18 p.m.

Motion: Councilman Hansen moved to approve Resolution 2024-41 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

7. **Public Hearing and Motion on Ordinance 2026-16 An Ordinance of the Tooele City Council Adopting an Executive Compensation Schedule for Fiscal Year 2026-2027**

Presented by Kami Perkins, HR Director

Ms. Perkins presented the required annual executive compensation report in accordance with a 2024 state code change requiring a public hearing prior to budget adoption. She explained that Tooele City's compensation structure is guided by City Council-approved salary schedules and policies, with the administration assigning positions within those established pay ranges.

Ms. Perkins noted that executive compensation in the City aligns with existing policies and that no changes are being proposed to salary ranges or position assignments for the upcoming budget year. She emphasized that all executive positions remain within their established compensation ranges and that no employees are currently at the top of their pay scale.

She also highlighted a proposed policy update increasing the tenured service performance bonus from \$500 to \$1,000 for employees who reach the top of their salary range. This bonus would apply to all eligible employees, including executives if they were ever to reach that level, though none currently do.

Ms. Perkins concluded by stating that the presentation is a compliance requirement and that the City is not recommending any deviations from existing compensation policies or pay structures at this time. She noted that executive compensation in the City aligns with existing policies and that no changes are being proposed to salary ranges or position assignments for the upcoming budget year. She emphasized that all executive positions remain within their established compensation ranges and that no employees are currently at the top of their pay scale.

Ms. Perkins concluded by stating that the presentation is a compliance requirement and that the City is not recommending any deviations from existing compensation policies or pay structures at this time.

Ms. Perkins also offered appreciation to Mr. Degelbeck for his thoughtful and detailed questions regarding the budget and compensation process. She noted that his inquiry provided an opportunity to demonstrate the data and structure behind the City's compensation system and expressed hope that the discussion helped reinforce confidence in the transparency and integrity of the City's compensation practices.

Chairman Brady opened the public hearing at 7:22 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:23 p.m.

Motion: Councilman McCall moved to approve Ordinance 2026-16 An Ordinance of the Tooele City Council Adopting an Executive Compensation Schedule for Fiscal Year 2026-2027.

Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

8. Property Tax Impact Schedule

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the City's property tax impact schedule, noting that a new state law now requires cities to publish this information to help residents understand the potential tax impact of proposed tax rate changes.

She explained that the schedule released in May was based on preliminary estimates because final property valuations and tax rates were not available until June 8. As a result, the original projections were closely estimated but have since been updated with more accurate figures.

The estimated tax rate was slightly adjusted from 0.002476 to a certified rate of 0.002527, with a proposed rate of 0.002590 to maintain the intended revenue. This adjustment reduced the originally advertised tax increase from 4.48% to 2.49%.

Ms. Wimmer also noted updated median property values provided by the County Assessor, including a revised residential median value of \$382,000 and a commercial median value of \$513,000.

Under the proposed rate, the estimated impact on a median residential home would be approximately \$13.24 per year, or about \$1.10 per month.

She clarified that no action was required at this stage, as the item is informational and part of the Truth-in-Taxation process, which will continue with public hearings in August. The information is available for the public both at the meeting and on the City's website.

9. Resolution 2026-42 A Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2026-2037

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the proposed property tax rate adoption, clarifying that the Council is being asked to adopt the tentative rate as part of the Truth-in-Taxation process.

She explained that the proposed rate is 0.002590, which reflects a 2.49% increase over the certified tax rate. Wimmer emphasized that this action is not final, and the Council retains the ability to lower the rate later in the Truth-in-Taxation process if it chooses to do so.

Motion: Councilman Gossett moved to approve Resolution of the Tooele City Council Adopting a Proposed Tax Rate for Fiscal Year 2026-2027. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

10. **Public Hearing and Motion on Resolution 2026-43 A Resolution of the Tooele City Council Adopting an Interim Budget for Tooele City for Fiscal Year 2026-2027**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the City's interim budget, noting that it will remain in place until the final budget is adopted at the Truth-in-Taxation public hearing scheduled for August 19.

She stated that there are no substantive changes to the tentative budget beyond adjustments previously presented to Council. The only additional update is a \$750,000 carryover in the Road C Fund for the 2400 North Intersection Improvement Project, which is expected to extend beyond June 30 and will therefore continue into the next fiscal period.

Ms. Wimmer confirmed that Council members have received an updated budget book reflecting all prior amendments, including previously discussed adjustments such as utility rate updates.

She also encouraged public engagement with the budget documents, noting that they are available on the City's website and that staff are available to answer questions. Wimmer specifically expressed appreciation for a resident who reviewed the full budget document and participated in discussion, highlighting the value of public involvement in the budgeting process.

Chairman Brady opened the public hearing at 7:30 p.m. Seeing no members of the public coming forward. Chairman Brady closed the public hearing at 7:30 p.m.

Motion: Councilwoman Gochis moved to approve Resolution 2026-43 Resolution of the Tooele City Council Adopting an Interim Budget for Tooele City for Fiscal Year 2026-2027. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

11. **Public Hearing and Motion on Ordinance 2026-17 An Ordinance of the Tooele City Council Vacating the Northern Nine-Foot Portion of James Way Located Between Lodestone Way and Industrial Loop Road**

Presented by Paul Hansen, City Engineer

Mr. Hansen presented a request to vacate a portion of the James Way right-of-way within the Peterson Industrial Depot. He provided background on the area's history, noting that the depot was transferred to Tooele City for industrial development and that roadway dedications and alignments have changed over time due to prior agreements with developers and UDOT, including the establishment of SR-112 and recent traffic signal installations.

The request before Council is to vacate the northern nine feet of the existing 85-foot right-of-way along approximately 1,980 feet of James Way, reducing the width to 76 feet. Mr. Hansen clarified that no additional portions of the roadway are proposed for vacation.

He reported that the process has followed state code requirements, including public notification within 300 feet, coordination with property owners, and outreach to utility companies. No objections were

received, and affidavits of support were submitted by some affected property owners, including Peterson Industrial Depot representatives.

Staff findings indicate the vacation is consistent with current and future use of the roadway, and the vacated portion will remain under a utility easement to preserve access for existing or future infrastructure.

Mr. Hansen noted an additional benefit is that the vacated land will return to the tax roll, supporting further economic development within the industrial depot. Based on these findings, staff recommended approval of the right-of-way vacation, and he remained available for questions from Council.

Chairman Brady opened the public hearing at 7:35 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:35 p.m.

Motion: Councilman Hansen moved to approve Ordinance 2026-17 An Ordinance of the Tooele City Council Vacating the Northern Nine-Foot Portion of James Way Located Between Lodestone Way and Industrial Loop Road. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

12. **Ordinance 2026-18 An Ordinance of Tooele City Amending Tooele City Code Section 9-8-5 Regarding Appeals of Notices and Civil Citations Issued for Violations Chapter 9-8 (Residential and Business Alarms)**

Presented by Andrew Stagg, Assistant City Attorney

Mr. Stagg presented a clarification to a previously adopted ordinance related to fines for repeated false alarms at businesses.

He explained that while the ordinance established a process for issuing fines, it also included an appeals provision for businesses to challenge those fines. However, the ordinance did not clearly reference the City's existing administrative appeal procedures outlined elsewhere in City Code.

The proposed update adds clarifying language to direct users to the correct section of the code that governs the administrative appeals process, ensuring consistency and improving clarity within the ordinance.

Mr. Stagg noted that the amendment is intended solely as a technical clarification and does not change the substance of the appeals process.

Motion: Councilman Hansen moved to approve Ordinance 2026-18 An Ordinance of Tooele City Amending Tooele City Code Section 9-8-5 Regarding Appeals of Notices and Civil Citations Issued for Violations Chapter 9-8 (Residential and Business Alarms). Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

13. **Resolution 2026-35 A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2026, Will Pick up and Pay an Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety & Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up**

Presented by Kami Perkins, HR Director

Ms. Perkins presented information regarding a required Utah Retirement Systems (URS) “pickup election” for Tier II public safety employees (police and fire). She explained that URS annually sets contribution rates for retirement benefits, which have continued to increase over time.

Under state law, employees in general positions are required to pay their portion of increased retirement costs, and the City is not permitted to cover that amount for them. However, for public safety employees, state law allows the City to elect a “pickup” option, meaning the City may choose to pay all or part of the employee’s required retirement contribution.

Ms. Perkins stated that the proposed budget includes the City continuing to pick up the full additional cost, which is an increase of 1.25% this year. She noted that this is a formal requirement under IRS and URS rules and must be approved by the Council.

She also provided historical context, explaining that the City’s pickup percentage has gradually increased over time due to rising retirement costs. The current proposal would bring the total pickup rate to approximately 6%.

Ms. Perkins emphasized that this practice helps maintain competitive compensation for police and fire personnel and aligns with what many other agencies are doing to retain public safety employees.

She concluded by noting that if costs increase further in future years, the City would need to revisit the issue and bring it back to Council for additional approval.

Motion: Councilman Hansen moved to approve Resolution 2026-35 A Resolution of the Tooele City Council Declaring that Tooele City, After July 1, 2026, Will Pick up and Pay an Amount of the Required Employee Contributions for all Tooele City Employees who are Members of the Utah State Retirement Tier II Public Safety & Firefighter Contributory Retirement Plan and Includes Provisions Relating to the Employer Pick-Up. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilman Gossett, “Aye”; and Chairman Brady, “Aye”. The motion passed 5-0.

14. **Resolution 2026-39 A Resolution of the Tooele City Council Approving an Agreement with SKM Engineering for Upgrades to Well 5**

Presented by Nathan Farrer, Public Works Director

Mr. Farrer reported an equipment failure at the Well 5 Well Control Center, where the PLC and associated electrical components were damaged. He explained that this system is essential for monitoring water quality and water production. To restore functionality, the City has entered into an agreement with SKM to replace and repair the damaged equipment. This work will bring the monitoring and control systems back online to ensure continued oversight of the City’s water operations.

He noted that this was a relatively straightforward repair item and offered to answer any questions from Council.

Motion: Councilman McCall moved to approve Resolution 2026-39 A Resolution of the Tooele City Council Approving an Agreement with SKM Engineering for Upgrades to Well 5.

Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

15. Resolution 2026-36 A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2026-2027

Presented by Shilo Baker, City Recorder

Ms. Baker presented a resolution for approval of the City's insurance coverage renewal through the Utah Local Governments Trust for Fiscal Year 2026–2027, with a total premium of \$375,136.

She explained the breakdown of coverage costs as follows: \$124,709 for liability coverage, \$119,771 for automobile coverage, and \$130,656 for property coverage. The property coverage experienced the largest increase this year, which she attributed to adjustments made by the Trust to align premiums with current replacement costs and market conditions after a period of minimal increases.

Ms. Baker provided an overview of the City's insured assets, including more than 200 vehicles, over 100 buildings (such as City Hall, parks facilities, the Pratt Aquatic Center, and reclamation facilities), over 100 pieces of heavy equipment, various outdoor park assets, and three unmanned aircraft (drones).

She noted that the policy renewal will take effect on July 1 and will continue to provide the City with liability, automobile, and property insurance coverage. Ms. Baker expressed satisfaction with the Utah Local Governments Trust, stating that the City receives strong service, support, and overall value.

Motion: Councilman Gossett moved to approve Resolution 2026-36 A Resolution of the Tooele City Council Approving Insurance Coverage for Insurance Period 2026-2027. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

16. Resolution 2026-37 A Resolution of the Tooele City Council Approving an Agreement with YESCO, LLC, for the Manufacture and Installation of an Illuminated "Welcome to Tooele City" Monument Sign with Push Through Plex and Flower Bed at the North End of Tooele City Limits

Presented by Shilo Baker, City Recorder

Ms. Baker presented an agreement with YESCO for the manufacture and installation of an illuminated "Welcome to Tooele City" monument sign at the northern entrance to the city. The proposed sign will include illuminated lettering with push-through plex design elements and a raised flower bed. Final selections for fonts, colors, and brick materials are still to be determined, but a conceptual rendering was provided to illustrate the general design.

The project is estimated at \$56,790 and is included in the City's Fiscal Year 2027 capital projects budget. Ms. Baker noted that a north entrance welcome sign has been a long-standing request from residents and elected officials and is intended to enhance the city's identity, support economic development, and create a strong visual gateway for those entering Tooele.

She also explained that the City has coordinated with a property owner in the 3100 North and SR-36 area who has agreed to host the sign and assist with providing power access, which helps make the project feasible.

Ms. Baker emphasized that the monument sign will serve as a welcoming landmark, improve community pride, and provide a positive first impression for visitors and residents entering the city from the north.

Motion: Councilwoman Gochis moved to approve Resolution 2026-37 A Resolution of the Tooele City Council Approving an Agreement with YESCO, LLC for the Manufacture and Installation of Illuminated "Welcome to Tooele City" Monument Sign with Push Through Plex and Flower Bed at the North End of Tooele City Limits. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

17. **Resolution 2026-38 A Resolution of the Tooele City Council Approving Addendum I to the Financial Consulting Services Agreement with LRB Public Finance Advisors, Inc., for the Purpose of Including Financial Services in Connection with Series 2026 Sewer Revenue Bonds**
Presented by Shannon Wimmer, Finance Director

Ms. Wimmer reported on an addendum related to the City's previously adopted five-year water and sewer rate plan, approved in March 2024. She explained that the amendment authorizes the City to begin working with LRB to prepare for a future sewer bond.

Ms. Wimmer noted that the City is still awaiting final project designs and cost estimates, but this agreement allows the bonding process work to begin in advance so critical sewer infrastructure projects can move forward once finalized.

The contract includes a fee structure not to exceed \$6.50 per \$1,000 of financing proceeds, along with \$30,000 in consulting fees for prior feasibility work, including financial planning and development of a sewer system financing strategy.

She stated that additional steps will be required as the bond process progresses and that further updates will be brought back to Council. Once initiated, the bond issuance is expected to take approximately 60 days to complete and is anticipated to be sold on the public market.

Ms. Wimmer concluded by noting that approval of the addendum would allow necessary preliminary work to proceed for the upcoming sewer bond.

Motion: Councilman Hansen moved to approve Resolution 2026-38 A Resolution of the Tooele City Council Approving Addendum I to the Financial Consulting Services Agreement with LRB Public Finance Advisors, Inc., for the Purpose of Including Financial Services in

Connection with Series 2026 Sewer Revenue Bonds. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

18. **Resolution 2026-40 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal**

Presented by Shilo Baker, City Recorder

Ms. Baker presented a request to declare various outdated technology equipment as surplus. She explained that the items include network switches, firewalls, a desktop computer, printers, and other IT-related devices that are no longer capable of meeting the City's operational needs.

Ms. Baker noted that, in accordance with City policy, the IT Department retains and evaluates equipment after replacement to determine whether any components can be reused within the organization. The items being presented have reached the end of their useful life and are no longer suitable for reuse.

She stated that, if approved, the surplus equipment will be responsibly recycled through a qualified electronics recycling provider to ensure proper disposal. Ms. Baker requested Council approval to formally declare the listed items as surplus.

Motion: Councilman Gossett moved to approve Resolution 2026-40 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

19. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented a single invoice for Council approval from Stella-Jones in the amount of \$60,330.67 for the purchase of new wood poles to repair the damaged netting system at the golf course driving range.

She explained that this purchase is the first phase of the repair project, which involves ordering and installing the replacement poles. The net replacement will follow as part of the overall restoration effort. The poles are expected to be available quickly, as they are believed to be in stock, and contractors have already been coordinated to assist with installation.

Ms. Baker noted that insurance proceeds have been received and are budgeted to support the repair, helping offset project costs. Mayor Manzione added that contractors are providing installation services at no cost to the City. The goal is to complete the repairs as efficiently as possible so the driving range can be reopened for public use.

Motion: Councilman Hansen moved to approve the invoice. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

20. Minutes

- ~June 3, 2026 Work Meeting Minutes
- ~June 3, 2026 Business Meeting Minutes

There were no corrections to the minutes.

Motion: Councilwoman Gochis moved to approved the June 3, 2026 Work Meeting Minutes and the June 3, 2026 Business Meeting Minutes. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Abstained". The motion passed 4-0.

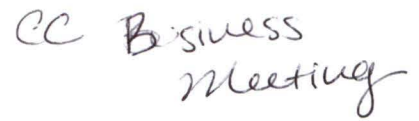
21. Adjourn

Chairman Brady adjourned the meeting 7:58 p.m.

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

Approved this ____ day of July, 2026

Justin Brady, City Council Chair



Date: June 17, 2026.

[illegible]