PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, November 4, 2026 immediately following the 7:00 p.m. RDA Meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435) 843-2111 or shilob@tooelecity.gov.

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

AGENDA
(*Amended)

1. **Pledge of Allegiance**

2. **Roll Call**

3. **America250 Tribute – Boys and Girls Clubs of Greater Salt Lake – Tooele Club**

4. **America250 Tribute – JustServe**

5. **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.

6. **Economic Development Quarterly Update**
   Presented by John Perez, Economic Development Director

7. **Ordinance 2026-29 An Ordinance of Tooele City Amending Tooele City Code Sections 10-3-1 and 10-3-31 Regarding Notices of Parking Violations.**
   Presented by Adrian Day, Police Chief

8. **Resolution 2026-77 A Resolution of the Tooele City Council Approving and Ratifying Change Order No. 2 to the Agreement with Broken Arrow, Inc., for the Seventh Street Storm Drain Improvements (500 North to Birch Street).**
   Presented by Nathan Farrer, Public Works Director

9. **Resolution 2026-78 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Fees for Records Requests Submitted to City Recorder or Police Department.**
   Presented by Matt Johnson, City Attorney

10. **Resolution 2026-79 A Resolution of Tooele City Council Declaring a Certain Seized and Forfeited Motor Vehicle as Surplus Personal Property and Authorizing its Disposal and Sale.**
    Presented by Shilo Baker, City Recorder

11. **Resolution 2026-80 A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Judge Netting Mountain West for the Oquirrh Hills Golf Course Netting Replacement Project.**
    Presented by Brian Roth, Golf Course Superintendent

12. **Resolution 2026-81 A Resolution of the Tooele City Council Approving an Agreement with Variable Speed Solutions, Inc. for the Pump Station Control Panel Replacement Project at Oquirrh Hills Golf Course.**
    Presented by Brian Roth, Golf Course Superintendent

13. **Resolution 2026-82 A Resolution of the Tooele City Council Approving an Agreement with Bighorn Roofing, LLC, for the 2026 Oquirrh Hills Golf Course Repair Project.**
    Presented by Cody Lopez, PGA Head Golf Professional

14. **Invoices & Purchase Orders**
    Presented by Shilo Baker, City Recorder

15. **Minutes**
    ~ October 7, 2026 City Council Work Meeting Minutes
    ~ October 7, 2026 City Council Business Meeting Minutes

16. ***Closed Meeting**
    ~Litigation, Property Acquisition, and/or Personnel

17. **Adjourn**

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.

Economic Development First Quarter Update

Presented by: John Perez, Economic Development Director

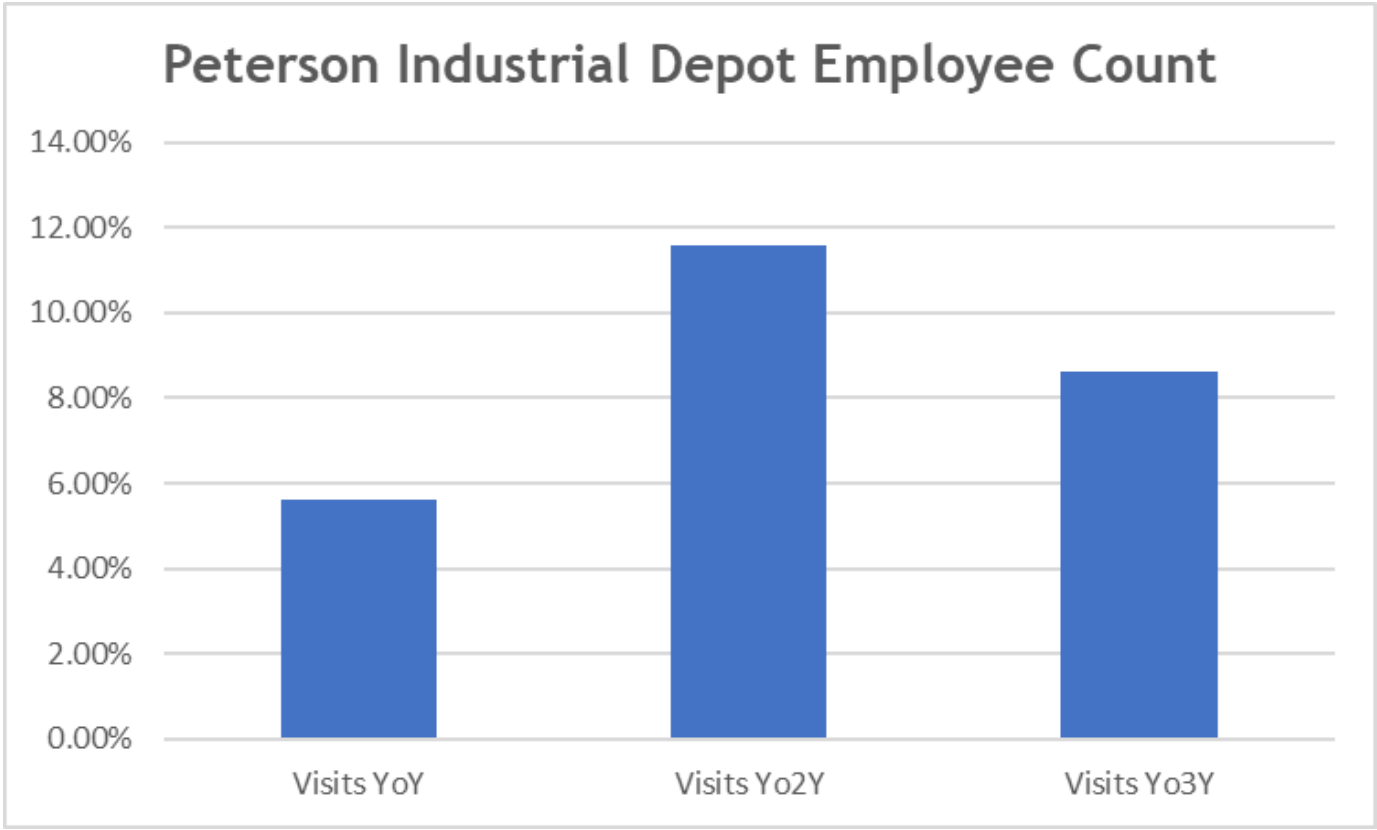
Tooele Est. 1853 City

Business Attraction/ Expansion

- Switchpoint Thrift Shop– Re-Grand Opening
- Ethereal Body Care– Grand Opening
- L5 Gaming– Grand Opening
- Lemon Lab Experiments– Grand Opening
- O'Ryans Bakery – Grand Opening
- McDonald's – Grand Opening
- Old West Tattoos – Grand Opening

Workforce

- Entirety of Peterson Industrial Deport ~4,500 employees/jobs a +5.6 YoY increase from the previous year's amount of employee (Source: placer.ai 2026)



Workforce

- In 2.5-3 years, overall commuting out of Tooele County has decreased approximately ~ 10%

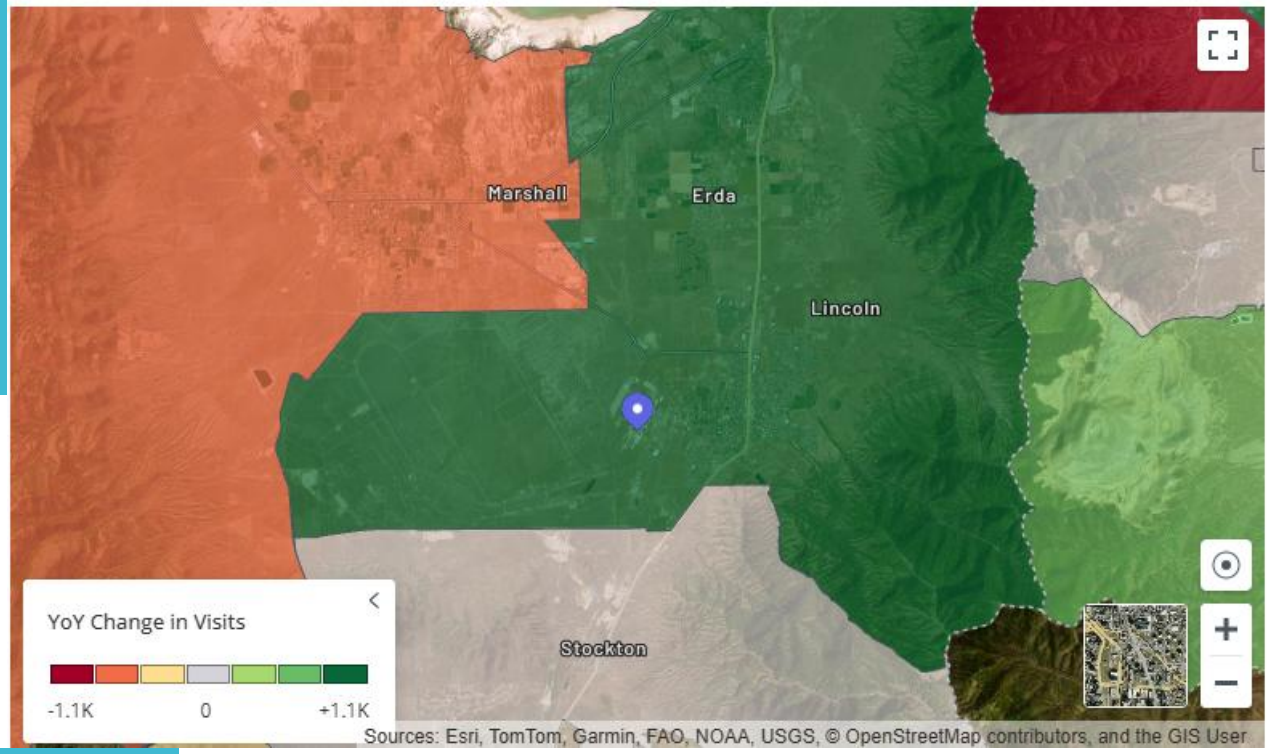
Peterson Industrial Depot
Lodestone Way, Tooele, UT

Origin: Home Location

Metric: Visits

View: # of Visits | % of Visits | YoY Change

Aggregate By: Zipcode



Zip Code	Visits (% of Total)	YoY Change
84074 Erda, UT	132K (60.9%)	+11.5K (+9.6%)
84029 Grantsville, UT	22.1K (10.2%)	-1.1K (-4.6%)
84128 West Valley City, UT	5.1K (2.4%)	+1.3K (+33.7%)
84071 Stockton, UT	4K (1.8%)	+338 (+9.3%)
84095 South Jordan, UT	3.9K (1.8%)	+3.9K (new)
84025 Farmington, UT	3.7K (1.7%)	+928 (+33.2%)
84120 West Valley City, UT	3.1K (1.4%)	+1.4K (+80.2%)

Vacancy Rates

Tooele City Vacancy Rates			
Category	Q4	%Change	Q1
Retail	5.5%	1.0%	4.5%
Office	3.9%	0.0%	3.9%
Industrial	14.2%	-3.3%	17.5%
Hospitality	64.4%	-2.0%	62.4%

Lead Generating Pipeline

Lead Generating Pipeline	
Type	**# of Contacts Made**
Restaurant	**6**
Retail/Hospitality	**8**
RFI	**4**
RFI Visits	**1**

EDCUtah

- Submitted 4 RFIs
- 1 RFI Win in Q1 FY 26
- Electroflow
- Featured on KSL

Governor's Office of Economic Opportunity (GOEO)

- Submitted 0 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 – Open (Approx. 30-40 staff)**
  - **Shopko Optical – Open (Approx. 30-40 staff)**
  - **Café Zupas – Open (Approx. 50-60 staff)**
  - Zao Asian Café - TBD

Redevelopment Agency (RDA)

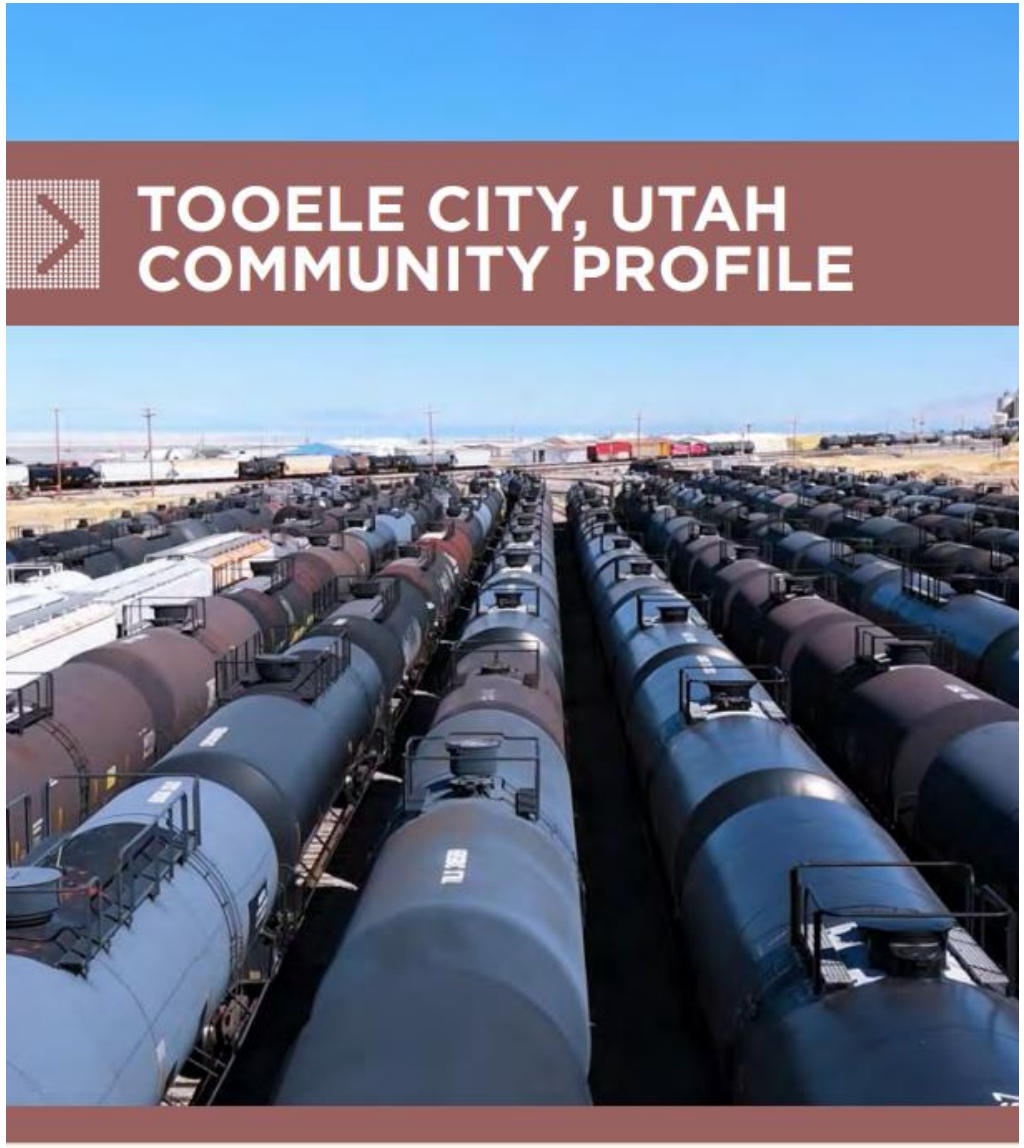
- The Peak (2400 N & SR 36)
  - Smith's Marketplace
  - Smith's Fuel Center
  - Starbuck's Coffee (In Smith's)
  - Jersey Mike's Subs
  - Beans & Brews Coffee House
  - Chase Bank
  - Tropical Smoothie Café
  - **McDonald's – Open**
  - Einstein Brother's Bagels
  - Little Caesars
  - Nail Spa
  - Snelgrove

Hollywood Plaza

- Hollywood Plaza (NWC SR 36 & Utah Ave.)
  - Der Wienerschnitzel
  - Port of Subs
  - Xfinity



Tooele City Community Profile



Social Media

- Tooele City Instagram Page
  - 4,500 Reach
  - 260.8K Views
- Tooele City Facebook Page
  - 423.8% Increase in Watch Time
  - 875.2% Increase in Reel Views
- Tooele City LinkedIn Page
  - 589 Impressions
  - 231% Increase in Impressions

Quarterly Report

- Suggestions and/or Questions from Council

TOOELE CITY CORPORATION

ORDINANCE 2026-29

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTIONS 10-3-1 AND 10-3-31 REGARDING NOTICES OF PARKING VIOLATION.

WHEREAS, UCA Sections 10-3-702 and 10-8-84 empower municipal legislative bodies to pass all ordinances "necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Tooele City Code Chapter 10-3 governs parking in the public rights-of-way, and is intended to protect the public health, safety, welfare, and good order of the community; and,

WHEREAS, Tooele City Code § 10-3-31 establishes civil penalties for violations of Chapter 10-3 and specific notice procedures; and,

WHEREAS, it is appropriate to provide clear guidelines as to how to deliver notices of parking violation, as well as what information must be included in notices of parking violation; and,

WHEREAS, the amendments to Tooele City Code Sections 10-3-1 and 10-3-31, attached as Exhibits A and B respectively, were requested by and approved by the Chief of Police and are recommended by the City Administration:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Sections 10-3-1 and 10-3-31 are hereby amended to read in their entirety as shown in redline in Exhibits A and B; and,

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 § 10-3-1

10-3-1. Regulation of Parking - Definitions.

(1) The chief of police is authorized to prohibit, restrict, and regulate the parking, stopping, and standing of vehicles, including towing authority, as set forth in this Chapter:

(a) on any public right-of-way;

(b) on any off-street parking facility or property which Tooele City owns or operates;

(c) public school property; and,

(d) as otherwise authorized by federal, state, or local law.

(2) Except as otherwise specified, the provision of this Chapter shall apply to all vehicles and conveyances in the areas described in the above Subsection (1).

(3) Definitions.

"Alley" means a public right-of-way of the type described in Section 4-8-2.

"Angle parking" means the parking of a vehicle in a manner other than parallel to the street edge. Includes diagonal parking.

"Conveyance" means any machine, mechanism, or mode used for the act of moving persons or property from one place to another, excluding devices moved by human power and intended for use by a pedestrian.

"Emergency use areas" means those areas:

(a) in a public right-of-way designated by red curb markings (also known as "red zones");

(b) designated as ambulance zones, fire hydrant zones, or fire lanes, whether on public or private property; and,

(c) any other designated area of the city posted as restricted for emergency vehicles or emergency use.

"Highway"–see Street.

"Notice of violation" means the civil parking citation issued and imposed by the City.

"Park" "stand" and "stop" (as well as their variants) shall have the same meaning, and mean a vehicle's complete cessation of movement upon or within a public right-of-way or other property under subsection (1). If any portion of a parked vehicle protrudes into the public right-of-way, the vehicle is deemed to be parked within the public right-of-way.

"Parking space" means that area of a right-of-way designated by street markings or signage for the parking of a single vehicle.

"Public right-of-way" means the surface of, and the space above and below, any public highway, roadway, street, sidewalk, alley, curb and gutter, park strip, shoulder, or other public way of any type whatsoever, now or hereafter existing as such within Tooele City. A public right-of-way extends across its cross-section from property line to property line. A public right-of-way can be created through dedication by plat, dedication by deed, conveyance by deed, prescriptive use, or other method recognized by Utah law.

"Responsible person" means the person actually in control of the vehicle at the time of its parking, or the person presumed to be in control of the vehicle at the time of its parking pursuant to Section 10-3-28.

"Roadway"–see Street.

"Street" means the portion of a public right-of-way paved and utilized for vehicular traffic. Includes highway and roadway.

"Shoulder" means:

(a) the unpaved portions of a public right-of-way located between the paved street edge and the right-of-way property line; and,

(b) the paved portions of a public right-of-way located between a painted solid white line and the right-of-way property line.

"Vehicle" means any motorized device for the transportation of people or goods containing two or more wheels.

Exhibit B

Proposed Amendments to
TCC § 10-3-31

10-3-31. Violations - Penalties.

(1) A violation of any provision of this Chapter shall be a civil offense.

(2) Any person violating any provision of this Chapter shall be liable for a $50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.

(3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice of violation shall be increased to $100.

(4) As used in this Chapter, "receipt of notice of violation" means any of the following:

(a) affixing a notice of violation to the vehicle alleged to have been in violation;

(b) affixing a notice of violation in a conspicuous place at the vehicle owner's address as indicated on vehicle registration records;

(c) delivering a notice of violation to the owner or driver of the vehicle in violation;

(d) delivering a notice of violation by U.S. mail to the vehicle owner's address as indicated on vehicle registration records. Deliveries by U.S. mail are presumed received three days after posting.

(5) As used in this Chapter, a "notice of violation" shall include the following information:

(a) the relevant statutory provision(s), including the specific code violated;

(b) the street address where the violation was observed;

(c) the name of the responsible person; and,

(d) the date and time of the violation.

TOOELE CITY CORPORATION

RESOLUTION 2026-77

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH BROKEN ARROW, INC., FOR THE SEVENTH STREET STORM DRAIN IMPROVEMENTS (500 NORTH TO BIRCH STREET).

WHEREAS, during heavy storm events, Tooele City experiences significant storm water flows along that segment of Seventh Street located between 500 North and Birch Street, which results in street flooding and related traffic challenges and road damage; and,

WHEREAS, the City solicited public bids for construction of the 2026 Seventh Street Storm Drain Project (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, Tooele City has enacted a Storm Water Fee, and created a storm water enterprise fund funded by that Fee, for the purpose of mitigating storm water conveyance and flooding within City limits, and has collected sufficient funds to pay for the Project; and,

WHEREAS, on June 3, 2026, the City Council approved Resolution 2026-30, approving and ratifying an agreement with Broken Arrow, Inc., for the completion of the Project; and,

WHEREAS, the City Administration approved and entered into Change Order No. 1 with Broken Arrow, Inc., in the amount of $13,873.86 (below the $30,000 threshold for City Council review), for an additional phase of the Project; and,

WHEREAS, the City desires to continue the Project, to include additional demolition and disposal of existing asphalt and road base, furnishing and installing new asphalt and road base, and looping an existing sewer lateral ("Asphalt and Sewer Phase"), and desires to sole-source the work on the Asphalt and Sewer Phase to Broken Arrow, Inc., as a Change Order No. 2 to the Project, for several reasons:

- Broken Arrow, Inc. was the lowest responsible responsive bidder for the first phase of the Project.
- Awarding the change order to Broken Arrow, Inc. for the Asphalt and Sewer Phase will maintain the project consistency and standard received with the Project.
- The City desires the same product standard for the Asphalt and Sewer 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 Broken Arrow, Inc., for the Asphalt and Sewer Phase will "maximize efficiency in completion of and cost savings to the City for the Project"; and,

WHEREAS, the work for the Asphalt and Sewer Phase is similar and related to the work completed for the Project, and is therefore a "similar project"; and,

WHEREAS, Broken Arrow, Inc., has submitted a change order cost proposal of $68,794.00 for the Asphalt and Sewer Phase (see Exhibit A); and,

WHEREAS, the Mayor's signing of the change order 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 City Council hereby approves and ratifies Change Order No. 2 with Broken Arrow, Inc., a change order to the Project, in the amount of $68,794.00, for completion of the Asphalt and Sewer 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, City Attorney

EXHIBIT A

Broken Arrow, Inc.
Change Order No. 2 Request Form

CHANGE ORDER REQUEST FORM

GENERAL CONTRACTOR

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

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

Date: September 24, 2026

TO:

Tooele City Corporation
90 North Main Street
Tooele, UT 84074

CHANGE DIRECTIVE NO. 2

Project:	2026 Seventh Street Storm Drain
JOB #:	BC2619
Address:	Seventh Street (500 N. to Birch St.)
Start Date:	May 26, 2026
Finish Date:	TBD

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:			
1.	ADD - Additional Demolition and Disposal of Existing Asphalt and Base (8,315 SF x $1.29)	$	10,726.35
2.	ADD - Additional Furnish and Install New 5" Minimum Asphalt and 8" Minimum Thickness Roadbase (8,315 SF x $6.31)	$	52,467.65
3.	ADD - Loop Existing Sewer Lateral (4 EA x $1,400.00)	$	5,600.00
	Total Amount:	**$**	**68,794.00**

COST AND DURATION SUMMARY

Original Contract Amount:	$	889,881.84	Summary of Orders		Amount	Contract Calendar Days	
Previous Change Order(s):	$	13,873.86	Change Order No. 1	$	13,873.86	Revised Contract Calendar Days	
This Change Order:	$	68,794.00	Change Order No. 2	$	68,794.00	Previous Finish Date	
Adjusted Contract Amount:	$	972,549.70	Change Order No. 3			New Finish Date	

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

ACCEPTED BY:

Broken Arrow Inc. Date Project Owner Representative Date

TOOELE CITY CORPORATION

RESOLUTION 2026-78

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING FEES FOR RECORDS REQUESTS SUBMITTED TO CITY RECORDER OR POLICE DEPARTMENT.

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, the Utah Government Records Access and Management Act, Utah Code Title 63G Chapter 2 ("GRAMA"), allows a governmental entity to charge a reasonable fee to cover the governmental entity's actual costs of providing the record, which may include a charge for staff time spent searching, retrieving, formatting, and compiling records; and,

WHEREAS, the fees currently in the fee schedule related to records requests provide for recoupment of some costs to the City, but do not provide for the recoupment of staff time as described above; and,

WHEREAS, the fees currently in the fee schedule regarding reproduction of electronic records should be updated to reflect current practice and technology; and,

WHEREAS, City Administration recommends adding provisions allowing for the recoupment of staff time in accordance with GRAMA, as outlined in Exhibits A and B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended as shown in Exhibits A and B to provide for the recoupment of staff time in responding to a request for records, in accordance with GRAMA, and to update fees for reproduction of electronic records.

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

Proposed Fee Amendments – Recorder's Office

(Current as of November 4June 23, 2026)

RECORDS

Inspection of Records: No Charge

Copies of Initial Contact Police Report, Accident Report, and Supplemental Reports: see Police Department section

Copies of Records (black and white):

Size 8.5x11: $1 each for the first 10 copies; $0.10 per copy thereafter
Size 8.5x14: $1.50 each for the first 10 copies; $0.10 per copy thereafter
Size 11x17: $2 each for the first 10 copies; $0.25 per copy thereafter

Copies of Records (color):

Size 8.5x11: $1 each
Size 8.5x14: $1.50 each
Size 11x17: $2 each

Scanned Records:

Where a person requests copies of large documents (e.g., plats), which the city can reasonably reproduce only by scanning and printing, the city shall charge $5.00 per scan in addition to the copy fee. The City is not required to print larger than an 11x17 size.

~~Records provided on DVD: $10 per DVD~~

Police Body Camera Recordings: see Police Department section

Records provided on removable storage device (USB, DVD, etc.) ~~drive~~: $21~~0~~5 per device~~USB~~

The $25 fee is in addition to the per-page Electronic Records Fee.

Copy of Photograph: $2.50

Postage:

Where a person requests copies to be mailed, the person shall pay the metered cost of postage plus a $1 material and handing fee.

Electronic~~mailed~~ Records:

The cost for electronic~~mailed~~ records per page is the same as for copied records. If the records are provided on a removable storage device, that $25 fee is in addition to the per-page fee.

Research:

The City may charge a reasonable fee for research of the request to cover the City's actual cost of providing a record. This fee shall be calculated at the actual cost to the City, which may include an hourly rate as described under the Utah Governmental Access and Management Act ("GRAMA"). This fee is in addition to any other applicable fees.

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DRAFT

Compilation:

Where a person's request~~s~~ requires the City to compile records in any form other than that in which the records are maintained, the person shall pay a compilation fee to cover the City's cost of actually providing the record~~of $15 per hour after the first quarter hour, plus copy charges~~. This fee may include the cost for the City the cost for any redaction or other manipulation required to segregate public information from private, protected, or controlled information. This fee shall be calculated at the actual cost to the City, which may include an hourly rate as described under GRAMA. For de minimis redactions or as otherwise practical, rather than the hourly rate, the Records Officer has discretion to instead assess this fee as twice the regular copy fee, so long as this calculation does not result in a fee greater than the hourly rate. This fee is in addition to any other applicable fees.

Fee Waivers~~Redactions~~:

The City may consider requests for waiver of fees as provided in the Utah Governmental Records Access and Management Act ("GRAMA"). In addition, when a request requires only a de minimis amount of City resources, including staff time, page-length, data transfer, and any other considerations, the Records Officer may waive any applicable fees, especially if transactional costs to the City for collecting the fees are equal to or greater than the fees themselves~~Where a requested record contains private, controlled, or protected information, but is otherwise a public record, the fee for redacted records is twice the regular reproduction fee~~.

DRAFT

Exhibit B

Proposed Fee Amendments –
Police Department

POLICE DEPARTMENT

Fingerprinting

City resident: no charge
non-resident: $5 per fingerprint card

Reports

Initial Contact Police Report, Accident Report, and Supplemental Reports: $10 per report
All Other Records: see Records fee section

Police Body Camera Recordings

The fee shall be $2510 for a removable storage device~~DVD and $15 for a~~ (DVD, USB, etc.) and $40 per hour of preparation and duplication

Parking Citations

Civil Penalty if paid within 15 calendar days:	$50
Civil Penalty if not paid within 15 calendar days:	$100

Pistol Range Use

Law Enforcement agencies and Police Academies:	$1,000 per year

Residential and Business Nuisance alarms Fines (TCC 9-8-4)

1st citation:	$100
2nd citation:	$250
3rd and subsequent citations:	$500

TOOELE CITY CORPORATION

RESOLUTION 2026-79

A RESOLUTION OF TOOELE CITY COUNCIL DECLARING A CERTAIN SEIZED AND FORFEITED MOTOR VEHICLE AS SURPLUS PERSONAL PROPERTY AND AUTHORIZING ITS DISPOSAL AND SALE.

WHEREAS, Tooele City Police Department ("TCPD") previously seized a motor vehicle described as a 2007 BMW 328XI VIN WBAVC93577KX61824 ("Vehicle") (photographs attached as Exhibit A) pursuant to a criminal investigation; and,

WHEREAS, the Vehicle was legally forfeited to the City pursuant to civil or criminal forfeiture proceedings under Utah Code Title 77, Chapter 11b (Forfeiture of Seized Property), and the City currently holds clear and valid title to the Vehicle (documentation attached as Exhibit B); and,

WHEREAS, TCPD and City administration have reviewed the municipal fleet requirements and determined that the Vehicle is no longer needed, suitable, or economical for public or law enforcement use; and,

WHEREAS, Utah Code § 10-8-2 authorizes the City Council to sell, convey, or dispose of personal property for the benefit of the municipality when such action is in the public interest; and,

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, the City Council desires to formally declare the Vehicle as surplus personal property and authorize the Mayor or the Mayor's designee to dispose of it by taking the vehicle to public auction through a third party auction service, competitive sealed bidding, or another commercially reasonable method to maximize recovery for the municipal general fund or law enforcement account:

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

1. Declaration of Surplus Property: The motor vehicle described below is hereby declared to be surplus personal property of Tooele City:
    - Year: 2007
    - Make / Model: BMW / 328XI

[1] Adopted by Ordinance 2022-27 on August 3, 2022.

- Vehicle Identification Number (VIN): WBAVC93577KX61824
- Title Status: Clear Title Held by City

2. Authorization of Disposal and Sale: The City Council authorizes the disposal of the Vehicle "as is" with no express or implied warranties, utilizing a commercially reasonable public sale method, such as taking the vehicle to public auction through a third party auction service, competitive sealed bidding, or another commercially reasonable method to maximize recovery for the municipal general fund or law enforcement account. The Mayor or the Mayor's designee is authorized to execute any title transfers, bills of sale, or associated documentation required to complete the transfer of ownership to the purchaser. Net proceeds shall be allocated and deposited as ordered by the court in accordance with Utah Code § 77-11b-401(3).

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

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

Checklist, Photographs of Vehicle, Additional Vehicle Informationac

PUBLIC INSUFFICIENT EVIDENCE OF OWNERSHIP CHECK SHEET

The following information must be completed and submitted for all vehicles that are currently located in the State of Utah and you do not have a title. If necessary, we will provide the previous owner with your name, address and telephone number. If you have the vehicle in your possession and are in another state, you must apply for title in that state. It is the requestor's responsibility to prove to the Division of Motor Vehicles (DMV) that the vehicle is valued at less than $3000.

☑ **Printed digital photos (prefer color) of ALL sides of the vehicle that clearly show the condition of the vehicle – inside and out.** Example: If the engine is missing, interior has been severely damaged, missing parts, flat tires, and/or windows broke/cracked, pictures are required to verify the condition. A valid repair order will be required if requestor believes the vehicles value is less than $3000 and the pictures do not justify the lower value.

☑ **Ownership Statement, form TC-569A, must contain the following information:**

- A complete explanation of facts explaining the absence of a negotiable title or current registration for non-title states;
- How the vehicle was obtained and from whom.
- A statement indicating any outstanding liens or encumbrances on the vehicle (if known);
- A statement indicating where (if known) the vehicle was last titled or registered.
- A **detailed description of the condition of the vehicle**; and
- Any other information pertinent to the possession of the vehicle.

☑ **VIN Inspection** (Not needed when vehicle has a Utah registration): VIN Inspection can be completed at any DMV Branch Office or a Certified Safety/Emission Station Inspector or by a Utah Law Enforcement Officer.

☑ **Any 'Bill of Sale' and/or Release of Ownership and other pertinent documents such as receipts for repairs.** See court order

☑ **A completed and signed TC-656, Application for Registration/Title form is required for each vehicle.** If vehicle was purchased, sales and use tax will be applicable. You will be notified of the amount due.

☐ **Dealers/Storage Facilities/Lien Holders/Financial Institutions:** Original returned certified mail (unopened) and copy of letter and returned original certified mail card. *Documents will not be accepted if the 30-day certified letter date has not expired.* **Mechanics with signed work orders must complete the Repairmen's Lien process - TC-839R. Self-Storage Facilities must complete the Self-Storage Lien process – TC-839S.**

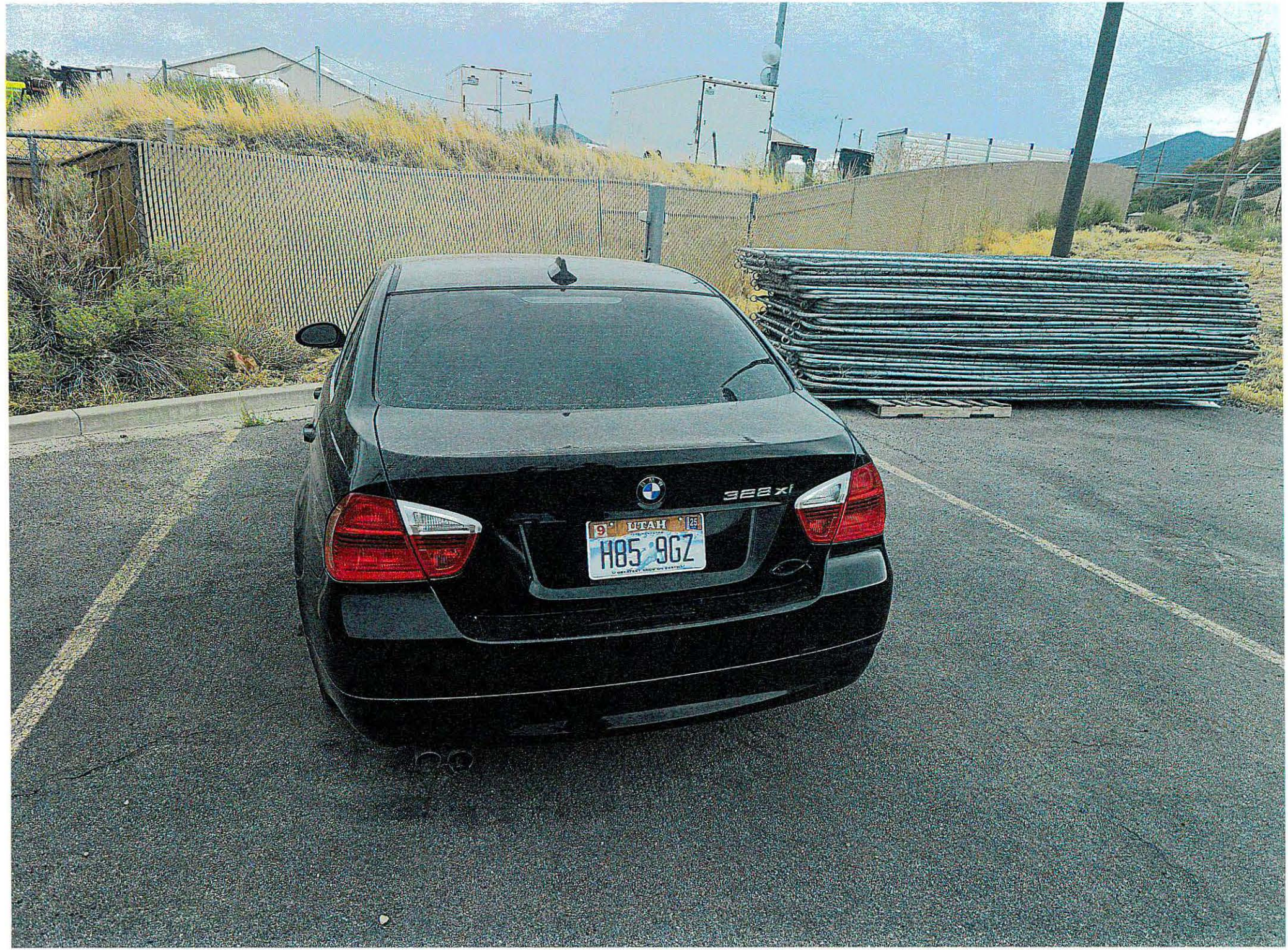
The DMV will check to see if the vehicle is registered in another state or if it has been reported stolen. If the vehicle has been reported stolen, the Motor Vehicle Enforcement Division will be contacted immediately, and this process will stop until further notice from MVED.

☞ If the vehicles value has been determined to be over $3000 and the Ownership Statement is incomplete and/or pictures justify that a bond is required, you will need to obtain a Surety Bond for twice the value of the vehicle. **You will be notified if a bond will be required.**

PLEASE MAKE COPIES OF DOCUMENTS PRIOR TO SUBMITTING TO: DMV/VEHICLE COMPLIANCE SERVICES, 210 N 1950 W, SLC, UT 84134 OR SCAN AND EMAIL TO VEHICLECOMPLIANCE@UTAH.GOV




Little Trees
Caribbean Colada
BMW


328xi
UTAH
H85 9GZ


COLORADO

Advertisement

My Car's Value

2007 BMW 3 Series

VIN: **WBAVC93577KX61824**

Nice! We Found the Car.

Here's what we know, but we might need more information. Please verify and change if necessary.

Category: **Sedan**

Style: **328xi Sedan 4D**

Engine: **6-Cyl, 3.0 Liter**

Drivetrain: **AWD**

Transmission

26-506269

Sign In

Home > What's My Car Worth? > Category & Style > Options > Offer Options > Condition > 328xi Sec

Advertisement

My Car's Value

2007 BMW 3 Series 328xi Sedan 4D

4.5 ★ (1174 Ratings) Write a Review

VIN: **WBAVC93577KX61824**

Print

Your Offers and Values



Trade or Sell to Dealer



Sell It Myself Privately



Sell to Kelley Blue Book

Save This Car Share This Value

Highest

By selling your car yourself, you skip the middleman and pocket the most money.

PRIVATE SELLER Exchange

Sell It Yourself with Private Seller Exchange

$3,120

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader Kelley Blue Book

Sell My Car

Private Party And Trade-In Ranges

The Private Party Range gives you an estimate if you decide to sell your car directly to another person instead of trading it in. The Trade-In Range gives you an idea of what you can expect to get for your car this week at a dealership.

(•) Private Party ( ) Trade-In



Important info & Definitions

Based on Excellent Condition

Valid for ZIP Code 84074 through 08/28/2026

Insurance rates feel higher?
Save up to $700. Get a quote. →

Advertisement

Advertisement

My Car's Value

2007 BMW 3 Series 328xi Sedan 4D

4.5 ★ (1174 Ratings) Write a Review

VIN: **WBAVC93577KX61824**

Print

Values Recall Alerts (16)

Your Offers and Values



Trade or Sell to Dealer



Sell It Myself Privately



Sell to Kelley Blue Book

Save This Car Share This Value

Highest

By selling your car yourself, you skip the middleman and pocket the most money.

PRIVATE SELLER Exchange

Sell It Yourself with Private Seller Exchange

$3,045

Suggested listing price

Verified buyers get a clean title every time. Verified sellers get secure payment.

Autotrader | Kelley Blue Book

Sell My Car

Private Party And Trade-In Ranges

The Private Party Range gives you an estimate if you decide to sell your car directly to another person instead of trading it in. The Trade-In Range gives you an idea of what you can expect to get for your car this week at a dealership.

(•) Private Party ( ) Trade-In



Based on Very Good Condition
Valid for ZIP Code 84074 through 08/28/2026

Insurance rates feel higher?
Save up to $700. Get a quote. →

Advertisement

Utah State Tax Commission, Division of Motor Vehicles

Ownership Statement

TC-569A
Rev. 2/22

dmv.utah.gov

Section 1 - Vehicle Information

Year	Make	Model	Vehicle/Hull Identification Number (VIN/HIN)	Body type
2007	BMW	328xi	WBAVC93577KX61824	

License plate number	State last registered	Trailer length	Watercraft length
H859GZ	UTAH	ft ____ in ____	ft ____ in ____

Section 2 - Owner Information

Primary owner's name (last, first, middle initial, or business name)	Email address
Tooele city Corp	kacuc@tooelecity.gov
Co-owner's name (if at different street address, check here ☐ and list on back)	Email address

Street address (primary owner)	City	State	ZIP Code
90 N. Main St	Tooele	Ut	84074
Mailing address, if different from street address (primary owner)	City	State	ZIP Code

Section 3 - Facts and Indemnification Agreement

Value of vehicle	Purchase price	Date of purchase
$ 3120	$ NA	

If the fair market value of the vehicle exceeds $3,000, a surety bond may be required, not to exceed twice the fair market value of the vehicle. This value may be reassessed by the Division during the application process.

Explain why outstanding certificate of title was not obtained or why the attached certificate of title is not valid. Explain in detail how, where, and when you acquired the vehicle, who was involved, the condition of the vehicle, and any other information regarding the vehicle:

This vehicle was seized in a court case for Tooele County Major Crimes Task Force. (See attached court order). This vehicle was forfeited to the State but needs to be transferred into the cities name so we can sell it. Agency case # 24130065S

Under penalties of perjury, I declare that to the best of my knowledge and belief, this statement is true, correct, and complete. I further state that to the best of my knowledge, the vehicle is free and clear of any liens, encumbrances, lawful claims, demands of any person, and is not involved in any existing or pending litigation. I agree to indemnify the Utah State Tax Commission and all persons acting under direction of the Commission, from any and all liability and shall defend all litigation that may arise as a result of the issuance of a certificate of title in my name.

Signature of applicant	Date
X [signature]	8/31/2026

For Office Use Only

NCIC Check

☑ No Hit Found ☐ Hit Found ☐ Partial Hit Found

Officer/Agent name	Agency name
Norberto Aranda	Tooele County Sheriff's Office
ID/Badge number	Date
1H4	8/28/26

NLETS Search

☐ 10 - State ☐ 50 - State ☑ No Record Found ☐ Record found in: _____

Officer/Agent name	Agency name
Norberto Aranda	Tooele County Sheriff's Office
ID/Badge number	Date
1H4	8/28/26

Utah State Tax Commission, Division of Motor Vehicles

Certificate of Inspection

TC-661
Rev. 12/25

dmv.utah.gov

Any alteration or erasure will void this document.

Units registered in Utah for the first time (unless the unit is new and was acquired from an in-state dealer or manufacturer) must be inspected to verify the vehicle/hull identification number (see UCA §41-1a-511).

Section 1 - Applicant Information

Name (last, first, middle initial, or business name)

Tooele city Corp

Address (street, city, state, ZIP)

90 N. Main St Tooele Ut 84074

Section 2 - Vehicle/Vessel Information

Vehicle/hull identification number (VIN/HIN) or serial number

W 1	B 2	A 3	V 4	C 5	9 6	3 7	5 8	7 9	7 10	K 11	X 12	6 13	1 14	8 15	2 16	4 17

VIN/HIN location

☒ Visible through windshield ☐ Body-right ☐ Trunk ☐ On engine

☐ Body-left (driver side) ☐ Engine compartment ☐ Frame ☐ Other: _____

Plate number: H859GZ

State of issue: UTAH

Year	Make	Model	Body style	Cylinders
2007	BMW	328xi		6

Fuel type	Engine size	Length (trailers and watercraft)	Hull material (watercraft)
GAS	HP _____ CC _____	ft _____ in _____	

Propulsion type (watercraft)

☐ Inboard (ex. I/O & Jet) ☐ Jetdrive ☐ Outboard ☐ Outboard outdrive ☐ Airboat ☐ Sailboat

Section 3 - Inspection Certificate

Only the following individuals may sign below, verifying that the unit's VIN/HIN or serial number has been physically inspected: a DMV employee of Utah or another state, a designated contractor, a law enforcement agency employee, a licensed dealer, a certified safety inspector, or a person that DMV authorizes in writing.

By signing below, I certify that I have physically inspected the unit described above in person and find the vehicle information above to be correct.

Signature of officer or agent: X [signature]

Date: 8/28/26

Department, dealer or station name: Tooele County Sheriff's office

ID, badge, dealer or license no.: 1H4

For Office Use Only

NCIC Check

☑ No Hit Found ☐ Hit Found ☐ Partial Hit Found

Officer/Agent name: Norberto Aranda

Agency name: Tooele County Sheriff's office

ID/Badge number: 1H4

Date: 8/28/26

NLETS Search

☐ 10 - State ☐ 50 - State ☑ No record found ☐ Record found in: _____

Officer/Agent name: Norberto Aranda

Agency name: Tooele County Sheriff's office

ID/Badge number: 1H4

Date: 8/28/26

The Order of the Court is stated below:
Dated: December 03, 2025 08:21:28 AM **/s/** L DOUGLAS HOGAN District Court Judge

Robert L. Clegg, 12061
Deputy Tooele County Attorney
74 South 100 East, Suite 26
Tooele, UT 84074
Telephone: (435) 843-3120
Fax: (435) 843-3127

IN THE THIRD DISTRICT COURT IN AND FOR TOOELE COUNTY, STATE OF UTAH	
STATE OF UTAH Plaintiff, vs. GIANNI PAULITO DEHERRERA , Defendant.	**ORDER OF FORFEITURE** Court Case No.: 241300658 Judge: L. Douglas Hogan

Upon consideration of the Stipulated Motion filed herein, and good cause appearing therefore, IT IS HEREBY ORDERED that the $9,239.00 cash and a 2007 BMW, VIN WBAVC93577KX61824, seized from the defendant in this matter be forfeited and be disposed of pursuant to the laws of the State of Utah.

END OF ORDER – SIGNATURE/DATE AT TOP OF FIRST PAGE

The Order of the Court is stated below:
Dated: December 03, 2025 08:21:02 AM **/s/** L DOUGLAS HOGAN District Court Judge

Robert L. Clegg, 12061
Deputy Tooele County Attorney
74 South 100 East, Suite 26
Tooele, UT 84074
Telephone: (435) 843-3120
Fax: (435) 843-3127

IN THE THIRD DISTRICT COURT IN AND FOR TOOELE COUNTY, STATE OF UTAH	
STATE OF UTAH Plaintiff, vs. HALEY JO FORD , Defendant.	**ORDER OF FORFEITURE** Court Case No.: 241300673 Judge: L. Douglas Hogan

Upon consideration of the Stipulated Motion filed herein, and good cause appearing therefore, IT IS HEREBY ORDERED that the $9,239.00 cash and a 2007 BMW, VIN WBAVC93577KX61824, seized from the defendant in this matter be forfeited and be disposed of pursuant to the laws of the State of Utah.

END OF ORDER – SIGNATURE/DATE AT TOP OF FIRST PAGE

Utah State Tax Commission, Division of Motor Vehicles

Bill of Sale

TC-843
Rev. 9/25

dmv.utah.gov

Section 1: Vehicle Information

Year	Make	Model	Body type
2007	BMW	328xi	

Vehicle/hull identification number (VIN/HIN)	License plate number
WBAVC93577KX61824	H859GZ

Section 2: Seller

Name (last, first, middle initial; or business name)

Street address	City	State	ZIP Code

Sale price: $_____

Date of sale: _____

License plate in Section 1 is: ☐ Included with the vehicle sale
(Form TC-840 required if the plate is personalized.)
☐ Not included with the vehicle sale

Odometer Reading - REQUIRED: | | | 7 | 5 | 2 | 3 | 0 | (no tenths)

Reading is: ☐ Miles ☐ Kilometers *(Kilometers will be converted to miles on the title.)*

The odometer reading is (check one):
- ☒ The actual mileage for this vehicle
- ☐ The mileage in excess of the odometer's mechanical limits
- ☐ Not the actual mileage (Warning: odometer discrepancy)

WARNING: Leaving odometer information blank or providing false information may result in fines or imprisonment.

I hereby transfer all my rights, title and interest to this vehicle to the new owner, named below. I certify that, to the best of my knowledge, the title is free and clear of any claims, except the lien to the new lien holder, if any. I certify that the odometer and sales information shown above are correct.

Seller's signature _____ Date _____

Section 3: Buyer

Name (last, first, middle initial; or business name)

Street address	City	State	ZIP Code

I am aware of the sales and odometer information that the seller provided, above. I certify, to the best of my knowledge, that the above information is correct. I understand that this vehicle is sold in "as is, where is" condition, with no guarantees or warranties.

Buyer's signature _____ Date _____

→ Make a copy for your personal records.

→ Report sold vehicles at **mvp.tax.utah.gov**

Utah State Tax Commission

Motor Vehicle Division

Vehicle Application for Utah Title and Registration

TC-656
Rev. 7/26

dmv.utah.gov

Type of application: [/] New title [ ] Registration [/] Change of ownership [ ] Change of lien-holder [ ] Corrected title [ ] Salvage title [ ] Non-repairable title [ ] Dismantling permit

Section 1: New Owner Information

If more than two owners, check here [ ] and list on attached sheet. Primary owner's relationship to co-owner: [ ] And [ ] Or

Primary Owner

Name (last, first, middle initial, or business name)		Email address
Tooele City Corp		kaclac@tooelecity.gov

ID number (required)	State/country	ID type:
87600287		[ ] Drivers license [ ] Passport [ ] State ID [X] FEIN [ ] Military ID [ ] Foreign ID

Street address	City	State	ZIP Code
90 N Main St	Tooele	UT	84074
Mailing address (if different from street address)	City	State	ZIP Code

Co-owner

Name (last, first, middle initial, or business name)		Email address

ID number (required)	State/country	ID type:
		[ ] Drivers license [ ] Passport [ ] State ID [ ] FEIN [ ] Military ID [ ] Foreign ID

Street address (if different from owner's)	City	State	ZIP Code
Mailing address (if different from owner's)	City	State	ZIP Code

Section 2: New Lessee Information

If more than two lessees, check here [ ] and list on attached sheet. Lessee's relationship to co-lessee: [ ] And [ ] Or

Primary Lessee

Name (last, first, middle initial, or business name)		Email address

ID number (required)	State/country	ID type:
		[ ] Drivers license [ ] Passport [ ] State ID [ ] FEIN [ ] Military ID [ ] Foreign ID

Street address	City	State	ZIP Code
Mailing address (if different from street address)	City	State	ZIP Code

Co-lessee

Name (last, first, middle initial, or business name)		Email address

ID number (required)	State/country	ID type:
		[ ] Drivers license [ ] Passport [ ] State ID [ ] FEIN [ ] Military ID [ ] Foreign ID

Street address (if different from lessee's)	City	State	ZIP Code
Mailing address (if different from lessee's)	City	State	ZIP Code

Section 3: Vehicle Information

Note: Missing or incorrect information may result in a rejected application.

Year	Make	Model	Color	Vehicle Identification Number (VIN)
2007	BMW	328xi	BLK	WBAVC93577KX61824

Cylinders	Fuel type	Body style	Unit number	Fleet number
6	GAS			

If branded title, brand type	Commercial use?	Farm use?	MSRP	Purchase price
	[ ] Yes [/] No	[ ] Yes [/] No	NA	NA

—Continued on next page

Vehicle Type

- [x] Passenger, light truck, van or utility
- [ ] Small motor vehicles (CC [ ] HP [ ])
- [ ] Motor home (Length: [ ] feet [ ] inches) (Class [ ])
- [ ] Off-highway vehicle (check one: [ ] ATV [ ] Motorcycle)
- [ ] Heavy truck (Registered weight: [ ]) 10,001 lbs? Enter your USDOT number: [ ]
- [ ] Trailer (check one: [ ] Camper [ ] Park model [ ] Tent [ ] Travel) [ ] Utility [ ] Other trailer: [ ]

  Number of axles: [ ] Trailer length: [ ] feet [ ] inches
- [ ] Street motorcycle
- [ ] Low-speed vehicle
- [ ] Street-legal ATV
- [ ] Snowmobile
- [ ] Roadable aircraft
- [ ] Manufactured housing

Odometer Reading

Odometer (no tenths): 75230 Reading is: [x] Miles [ ] Kilometers (kilometers will be converted to miles on the title)

I certify that the odometer reading (check one):

[x] Is the actual mileage [ ] Is the mileage in excess of odometer's mechanical limits [ ] Is not the actual mileage **(Warning: Discrepancy)**

Section 4: Registration Information

Note: You may request a personalized plate after we issue the initial plate. Go to mvp.tax.utah.gov. Additional fees will apply.

License plate type:

[x] Title only [ ] In God We Trust [ ] Life Elevated Arches [ ] Life Elevated Skier [ ] Transfer: [ ] [ ] Other: [ ]

Address for mailing the license plate (if different from street address above)	City	State	ZIP Code
Physical address of vehicle (if different from street address above)	City	State	ZIP Code

Contribute $2 to: [ ] Friends for Sight [ ] Organ Donation Support **Contribute $3 to:** [ ] Emergency Medical/Search & Rescue

Contribute $ [ ] **to:** [ ] Wildlife Crossing Fund

Section 5: Lien Holder Information

Lien holder's name	FEIN (or driver's license number, if individual)	Email address	
Mailing address	City	State	Zip Code

Section 6: Owner Signature(s)

I declare that I am the owner of the vehicle described on this application and all the above information is accurate and true. I certify that I will maintain owner's or operator's insurance for this vehicle, as required by law, in order to operate this vehicle on a highway, quasi-public road, or parking area within Utah.

Owner's signature	Date 8/31/2026
Co-owner's signature	Date

Section 7: Purchase and Dealer Information (For Utah Dealership Use Only)

The vehicle title is: [ ] Paper title [ ] E-title

I certify that the vehicle is accurately described on this application and has been delivered to the buyer named above and that this dealership is in compliance with the licensing requirements in Utah Code, Title 41, Chapter 3, Part 2. I also certify that this transaction complied with the sales tax reporting requirements in UCA §59-12-107.

Purchase date	Dealer number [ ] New [ ] Used	Permit number	Permit issue date
Dealer/authorized representative's signature			Signature date

To review the Privacy Notice regarding the collection and use of your personal data, see tax.utah.gov/privacy

Exhibit B

Evidence of Title

UTAH CERTIFICATE OF TITLE

New Title

Title Number: UT013117180

Vehicle Type: Passenger Vehicle **Year:** 2007 **Make:** BMW **Model:** 328XI **Body Style:** Sedan 4
VIN/HIN: WBAVC93577KX61824
Cylinders: 6 **Fuel:** Gasoline **Odometer:** 0 **Date Issued:** 09/25/2026

TOOELE CITY
90 N MAIN ST
TOOELE UT 84074-2139

Owner Information:
TOOELE CITY
90 N MAIN ST
TOOELE UT 84074-2139

Lienholder Information:

Vehicle History: This Utah title is not a vehicle history report. If you are buying or selling this vehicle, please visit the National Motor Title Information System (NMVTIS) website to obtain the most current history of the vehicle at **https://vehiclehistory.bja.ojp.gov/nmvtis_vehiclehistory**.

VEHICLE IS EXEMPT FROM ODOMETER REQUIREMENTS

Request For Lien Change

Complete this section. Send the title and required fee to the Division of Motor Vehicles. Please check one box.

☐ Issue a title free of liens ☐ Issue a title showing the following as the NEW LIEN HOLDER

LIEN RELEASE - Signature of lien holder (releasing interest)	Vehicle owner's signature requesting lien change
X	
Title of signer	New lien holder's name
Date	Address
	City State ZIP Code

Division of Motor Vehicles
UTAH STATE TAX COMMISSION
210 North 1950 West
Salt Lake City, Utah 84134

TC-127 Rev. 03/19 CDR

D0343485

NOTE—A TRUE WATERMARK IS VISIBLE WHEN HELD TO LIGHT

THIS TITLE IS PROTECTED WITH A HOLOGRAM AND ANTI-COPY SERIAL NUMBERS

VOID IF ALTERED

TOOELE CITY CORPORATION

RESOLUTION 2026-80

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CHANGE ORDER TO THE AGREEMENT WITH JUDGE NETTING MOUNTAIN WEST FOR THE OQUIRRH HILLS GOLF COURSE NETTING REPLACEMENT PROJECT.

WHEREAS, Tooele City owns and operates Oquirrh Hills Golf Course (the "Golf Course"); and,

WHEREAS, in order to ensure and improve public safety in the area at and near the Golf Course, the City has installed safety netting systems; and,

WHEREAS, due to a weather event, several pieces of equipment needed repair and replacement, including seventeen wooden poles recently replaced by PacifiCorp, d/b/a Rocky Mountain Power; and,

WHEREAS, on August 5, 2026, the City Council approved Resolution 2026-53, approving and ratifying an agreement with Judge Netting Mountain West for the installation of golf course netting on seventeen newly installed wooden poles at the Golf Course (the "Project"); and,

WHEREAS, the City desires to continue the Project, to include removal of three broken/rotted poles, installation of new poles, reattachment of hardware, cables, and netting, and other related work ("Phase II"), and desires to sole-source the work on Phase II to Judge Netting Mountain West, as a Change Order to the Project, for several reasons:

- Judge Netting Mountain West is the exclusive source capable of matching and integrating with the existing specialized netting system infrastructure at the Golf Course;
- Awarding the change order to Judge Netting Mountain West for Phase II will maintain the project consistency and standard received with the Project.
- The City desires the same product standard for Phase II.
- 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 Judge Netting Mountain West for Phase II will “maximize efficiency in completion of and cost savings to the City for the Project”; and,

WHEREAS, the work for Phase II is similar and related to the work completed for the Project, and is therefore a “similar project”; and,

WHEREAS, Judge Netting Mountain West has submitted a change order cost proposal of $62,800.00 for Phase II, reflected in the change order agreement attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves a change order to the Project with Judge Netting Mountain West, in the amount of $62,800.00, for completion of Phase II.

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

Judge Netting Mountain West
Change Order Agreement Form

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Judge Netting Mountain West** of **5037 South 2700 West, Roy, UT 84067**, enter into this Agreement on the **4** day of **November, 2026** (the "Effective Date").

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

Oquirrh Hills Golf Course 1255 West Vine Street, Tooele, UT 84074
Oquirrh Hills Golf Course Netting Replacement Project CHANGE ORDER

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

   - Replacement of 3 Poles on West Side of the driving Range.
   - Three (3) of the poles are Seventy-foot (70) feet tall H2 Class, Poles provided by owner
   - Poles #10, #12 are broken, and #13is rotted at the base
   - Take down sections of netting, and removal of broken/rotted poles.
   - Install all three new poles
   - Re-Install existing hardware and cables, replace ant broken unusable hardware with new.
   - Reattach netting to new poles.
   - Install 12" Baseboard on West side of the range, (800 L/F)
   - Contractor is responsible for job site safety, proper containment of work area and equipment

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 **$62,800.00** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **January 31, 2026**.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.

   b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.

f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION	CONTRACTOR
_____	_____
Maresa Manzione, Tooele City Mayor	Signature
	Print Name/Title:_____
Attest:	Approved as to form:
_____	_____
Shilo Baker, Tooele City Recorder	Matthew C. Johnson, Tooele City Attorney
SEAL	*(Revised 08/14/2025)*

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2026-81

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH VARIABLE SPEED SOLUTIONS, INC., FOR THE PUMP STATION CONTROL PANEL REPLACEMENT PROJECT AT OQUIRRH HILLS GOLF COURSE.

WHEREAS, Tooele City owns, operates, and maintains Oquirrh Hills Golf Course (the "Golf Course"); and,

WHEREAS, the irrigation system at the Golf Course currently requires maintenance, including replacement of the pump station control panel (the "Project");

WHEREAS, Variable Speed Solutions, Inc., submitted a cost proposal of $121,005.00, attached as Exhibit A; and,

WHEREAS, under Section III.A.5 of Tooele City Corporation's Purchasing Policy and Procedures, no competitive bids are required for "purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm."; and,

WHEREAS, after researching procurement possibilities, the City Administration recommends awarding the contract with Variable Speed Solutions, Inc., given their specialized experience with City equipment; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of $6,050.00 as contingency for change orders for changed conditions which may arise during the Public Works Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Variable Speed Solutions, Inc., is hereby approved, in the amount of $121,005.00, for completion of the Project; and,
2. an additional $6,050.00 contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ 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

Proposal and Scope of Work
Variable Speed Solutions, Inc.

VARIABLE SPEED SOLUTIONS, INC.

1920 E. Occidental Street, Santa Ana, CA 92705 | Office: 714-847-5957 | www.variablespeedsolutions.com
MCI-Flowtronex Rep West | Yaskawa Water

PROPOSAL — PUMP STATION CONTROL PANEL REPLACEMENT

Oquirrh Hills Golf Course — Main Station Control Panel

Date	September 17, 2026
Submitted To	Oquirrh Hills Golf Course
Site Location	Tooele, UT
Site Contact	Brian J Roth
Submitted By	Brian Pavloff, President — Variable Speed Solutions, Inc.
Reference Quote	QT-0000000344 (MCI-Flowtronex), Rev. A
Existing Station FTX#	11895
Anticipated Schedule	Equipment purchase 2026 / Installation to be coordinated with the Course

PROJECT SITE PARAMETERS

Supply Power	480V 3PH 60HZ
Existing Station FTX#	11895
Main Pumps	QTY (2) 100 HP — Shared VFD/XL Operation
Jockey Pump	QTY (1) 60 HP — Dedicated VFD Operation
PM Pump	QTY (1) 5 HP — XL Operation
Station Filtration	Existing Amiad EBS Filter — Control and Power Provided in New Panel

PRICING SUMMARY

The base scope below delivers a complete, operating replacement variable speed pump station control panel, including removal of the existing control panel, installation and field wiring of the new control panel, and start up, commissioning and owner training.

- 12IN Data Pocket Containing All Pertinent Panel Documentation and As Built Drawings for Easy in Field Reference
- Manufactured in the USA

Cooling/Heating

- QTY (1) UL Listed Low Maintenance Heat Exchanger Designed for Energy Efficient Cooling and Increased Electrical Component Longevity

Main Power

- 400-Amp Main Fused Disconnect to Protect Valuable and Critical Components from Overloads and Abnormal Supply Power Conditions
- Industry Leading Short Circuit Current Rating (SCCR) of 100,000 Amps to Impede Catastrophic Failure
- Type 1 Surge Protection w/Status Indicators for Safeguarding of Electrical System Against Destructive Transient Power Surges
- Active Incoming Line Phase Monitor W/Primary Fusing for Detection of Voltage Imbalance, Phase Sequence, and Loss of Phase
- Regulated & Adjustable DC Power Supply for Safe User Operation and Stable Clean Power to Control Processing Components
- GFCI Outlet for Convenient Laptop Power
- Robust Industrial Control Power Transformer w/Primary Fusing

Pump/Motor Control/Power

- Control & Power for QTY (2) 100 HP **Main Pump/Motor** with Shared VFD/XL Operation
  - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
  - Pump/Motor Running Feedback
  - Wired for Motor Space Heater
  - Variable Frequency Drive Operation
    - High Accuracy Pump/Motor Speed Control
    - Manual VFD Speed Pot
    - VFD Bypass Switch Per VFD for Alternate Pressure Control Mode in the Event of VFD Failure
    - Equipped With Input Impedance Per VFD for Smooth, Stable, & Consistent Power
    - Fast Acting Fusing for VFD Protection
    - VFD Fault with Auto Restart
  - XL Operation
    - Advanced Fuse Protection Technology for Safeguarding Against Power Surges and Overloads
    - Solid State Overload Protection with Precise Monitoring Per Motor and Shutdown Safety Including Contactor Interlocks for Safe Operation
- Control & Power for QTY (1) 60 HP **Jockey Pump/Motor** with Dedicated VFD Operation
  - Green Illuminated Off/On Switch with Running and Blinking Fault Indication
  - Pump/Motor Running Feedback
  - Wired for Motor Space Heater
  - Variable Frequency Drive Operation
    - High Accuracy Pump/Motor Speed Control
    - Manual VFD Speed Pot

    - Assignable I/O
    - Multi-Parameter Adjustable Pump Station Lockout
        - Lockout Parameters: **Individualized Day/Time Settings**
            - Pressure Setpoint/Max
            - External Input
            - Max Number of Pumps Allowed
            - Power Consumption
            - Max VFD Speed
- Lake Level Control
    - Hand/Off/Auto Selector Switch
    - Sensor Included in System Instrumentation Section
- Control and Power Components for Amiad EBS Filter
- Motion-Sensing Interior LED Lighting Package for Improved Visibility During Control Panel Service
- **MCI Remote Cell Monitoring w/6 Year Activation (Cell Service Starts When Equipment Ships from MCI)**
    - **nSite, MCI's Cloud Based Solution NO SUBSCRIPTION FEE**
        - Scheduled Monthly Email with Flow Report in Excel Format
        - Access To One Full Year of Pressure, Flow, Alarms and Event Data
    - **Remote Pump Station Disable Feature from Any Smart Device Or PC**
    - **Factory Support Remote Access to PLC/HMI and VFD for Programming and Troubleshooting**
    - **nAlert**
        - Manage Maintenance Due Dates for All Aspects of Maintenance on Your Pumping Station
        - Warning Light, Display Message and Email Alert When Due
        - Monitor and Report Irregular Operation of Irrigation System, Pump System and Filter System

Cellular Central Irrigation Communication Package

- Allows the Toro or Rainbird Irrigation Central Computer to Communicate Directly with the MCI Flowtronex Pump Station.
- Allows User Defined Adjustments During Scheduled Irrigation Cycles

System Instrumentation

- 316SS Low Level Probe Set with PNR Relay
- Discharge Pressure Transducer
    - 316SS Multi-output Programmable Pressure Transducer, with Local Display, Protective Display Cap, and Cord Set
- Submersible Level Transducer
    - 0-34.6' 316SS Level Transducer with Filter, Extra Weight, and 60 FT Cable

- Replacement or repair of existing field devices, flow meter, filter or fill system components found to be non-functional. Such work would be handled by change order.
- Piping, valving or mechanical modifications of any kind.
- Crane or specialty rigging beyond standard truck-mounted material handling equipment.
- Permits, permit fees, engineering, plan check, inspection fees and special inspection.
- Abatement or disposal of hazardous material.
- Temporary irrigation, temporary pumping or bypass pumping during the installation window.
- After-hours, weekend and holiday work. Work is quoted at straight time during normal business hours.
- Prevailing wage, certified payroll and union labor unless separately listed.

WARRANTY

- **6-year warranty on Variable frequency drive (Includes Lightning Damage Coverage and Labor to Replace)**
- **6-Year Warranty on ALL COMPONENTS IN ELECTRICAL PANEL, Inclusive of power related damage such as lightning. Includes parts only.**
- **1-year warranty on Parts ONLY.**

Factory warranty is provided by Motor Controls Inc. and passes through to the Course. VSS warrants its field installation labor for one year from substantial completion.

GENERAL CLARIFICATIONS AND EXCLUSIONS

- This proposal is based on the station parameters and existing station configuration listed in Project Site Parameters. Any change to pump horsepower, motor configuration, site conditions or supply power may affect price and schedule.
- This is a control panel replacement. Existing pumps, motors, piping, valving, skid, shelter and wet well remain in service and are not part of this scope.
- Equipment is furnished per the Scope of Supply. Items not expressly listed are not included.
- The optional Strike Guard WX lightning warning and protection system with 400 AMP motor operated circuit breaker disconnect is not included in this proposal. It can be quoted separately on request.
- Freight is estimated and will be confirmed at time of order. Equipment ships F.O.B. Dallas, Texas from the factory; freight, delivery and offloading to the site are included as listed in the Pricing Summary.
- Applicable sales tax is excluded unless otherwise noted.
- Permits, permit fees, engineering, plan check and special inspection are excluded unless otherwise noted.
- Any SCADA or central control integration beyond the listed scope is subject to a change order.
- Field modifications to factory supplied equipment without written approval will void the warranty.
- Work is quoted at straight time during normal business hours.
- Prices valid for 30 days from the date of this proposal unless otherwise noted.

specified plus any interest thereon. If requested by Seller, Buyer shall execute a security agreement and financing statement evidencing Seller's security interest in the goods delivered to Buyer.

11. If the credit of Buyer in the judgment of the Seller becomes impaired at any time, the Seller has the right to require payment in advance before making further shipments, and to demand immediate performance of the Buyer of all obligations imposed upon him by this agreement.
12. If there is any breach of or default under this agreement and if the same is placed in the hands of an attorney for collection, or if collected by lawsuit or through the probate or bankruptcy court, or if any action of foreclosure be had hereunder, Buyer shall be liable for reasonable attorney's fees incurred by the Seller. In the event of default by Buyer, Seller may immediately proceed to enforce payment of Buyer's obligation and exercise all the rights and remedies provided by the California Commercial Code and the Uniform Commercial Code, as well as any other rights and remedies afforded to Seller by law. Should Buyer be in default, Seller may require Buyer to return all goods previously delivered to Buyer by Seller, and any subsequent expenses for retaking, holding, preparing for sale, and reselling of such goods shall be at Buyer's expense. Funds realized from such resale shall be credited to Buyer's unpaid account.
13. The Seller, or any credit bureau or investigating agency employed by the Seller, is hereby authorized to investigate the references herein listed or statements or other data obtained from the Buyer or from any other persons pertaining to the Buyer's credit or financial responsibility. The Buyer has read and understands the foregoing terms and conditions of this application for credit and has signed the same as an indication of intent to enter into an agreement with Seller for the future purchase of goods and services from time to time. The Buyer also understands that upon acceptance of this application by the Seller, this document constitutes an agreement between the Buyer and the Seller for payment of debts owed to the Seller in return for the delivery of goods ordered or performance of services requested by Buyer.
14. The terms contained herein shall be governed by the statutes of the State of California, and specifically the California Commercial Code and the Uniform Commercial Code. In the event that any account owing by Buyer to Seller becomes delinquent, and legal proceedings are instituted for collection of said account or indebtedness, such legal proceedings may be instituted and prosecuted against Buyer and its guarantors, if any, in any Court in Orange County, California, and the undersigned expressly agrees that venue for such proceeding shall be in Orange County, California, even if the principal offices of the Buyer are located in another county within this state or outside of this state.
15. SELLER DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE GOODS DELIVERED TO BUYER NOR THE FITNESS OF SUCH GOODS FOR A PARTICULAR USE UNLESS A WRITTEN WARRANTY IS GIVEN TO BUYER BY SELLER AT TIME OF DELIVERY.
16. Seller warrants that the water pumping system or components will be free of defects in Materials and workmanship for 1 year from date of authorized start-up but not later than 15 months from date of invoice unless otherwise specified, except for those components carrying the extended coverage listed in the Warranty section of this proposal;

Provided that all installation and operation responsibilities have been properly performed and documented by our authorized service provider. The defect must not be caused by ordinary wear and tear on the system. Seller will provide a replacement part or component during the warranty life. Repairs done at Seller's expense must be pre-authorized. Upon request, Seller will provide advice for troubleshooting the system.

saturated ground prevents safe access, staging or material handling at the equipment area; and the reasonable drying or thawing days that follow. Seller shall absorb the first three (3) such days at no cost to Buyer. Standby time, demobilization and remobilization beyond those three days will be billed at Seller's prevailing rates by change order. Temporary weather protection and repair or replacement of work in place damaged by storm are not included in the contract price and, if required, will be performed by change order. Buyer remains responsible for protection of Buyer's other property and improvements against weather and storm damage.

ACCEPTANCE

We appreciate the opportunity to provide this proposal. This replacement control panel brings the existing station up to current MCI-Flowtronex control standards and carries the 6-year drive and panel component warranty, including lightning damage coverage, with factory remote support and monitoring included for six years.

Accepted By: _____

Printed Name / Title: _____

Date: _____

Total Accepted Amount: $ _____

Respectfully submitted,

Brian Pavloff
President
Variable Speed Solutions, Inc. / MCI-Flowtronex Rep West / Yaskawa Water
1920 E. Occidental Street, Santa Ana, CA 92705
Office: 714-847-5957

Exhibit B

Agreement
Variable Speed Solutions, Inc.

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Variable Speed Solutions** of **1920E Occidental Street, Santa Ana, CA 92705**, enter into this Agreement on the **4** day of **November, 2026** (the "Effective Date").

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

Oquirrh Hills Golf Course 1255 West Vine Street, Tooele, UT 84074
Oquirrh Hills Golf Course Pump Station Control Replacement Project

Services (Scope of Work). The Contractor shall provide the following services to the City:

- Cellular Central Irrigation Communication Package
- System Instrumentation design and installation, Low Level Probe, Discharge Transducer, Submersible Level Transducer,
- Removal of existing control panel
- Installation of New Control Panel
- Start Up, Testing, Commissioning and Owner Training
- Contractor responsible for site safety and project clean-up
- Does not include feed/supply upgrade or wire upsizing, does not include any motor or pump replacement.
- See Attached Proposal for detailed scope and exclusions

1. 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 **$121,005.00** for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits**.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **February 28, 2027**.

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	Matthew C. Johnson, Tooele City Attorney
SEAL	*(Revised 08/14/2025)*

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2026-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIGHORN ROOFING, LLC, FOR THE 2026 OQUIRRH HILLS GOLF COURSE REPAIR PROJECT.

WHEREAS, Tooele City owns and operates Oquirrh Hills Golf Course (the "Golf Course"); and,

WHEREAS, the clubhouse at the Golf Course is in need of repair, including inspection, repair, removal, and replacement of roofing and related equipment (the "Project"); and,

WHEREAS, the Parks and Recreation Department solicited bids in compliance with City procurement policies and procedures; and,

WHEREAS, Bighorn Roofing, LLC, as the only bidder, submitted the only responsible responsive bid for the Project, at a total cost proposal of $58,193.19; and,

WHEREAS, a copy of the Bid Tabulation and Agreement are attached as Exhibit A and Exhibit B, respectively:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit B with Bighorn Roofing, LLC, is hereby approved, in the amount of $58,193.19, for completion of the Project.

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

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

Bid Results

Club House Roof, Soffit, Gutter Project, Bid Results

Vendor	TOTAL BID AMOUNT
Bighorn Roofing	$58,193.19

Club House Roof, Soffit, Gutter Project, Bid Results

Exhibit B

Agreement
Bighorn Roofing

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Bighorn Roofing, LLC of 7789 South Allen Street, Midvale, Utah 84047, an LLC, (hereinafter "Contractor") enter into this Agreement on the ___ day of _____, 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 as part of the **2026 Oquirrh Hills Golf Course Clubhouse Repair Project**:

   The 2026 Oquirrh Hills Golf Course Clubhouse Repair Project consists of repairs to the following Work elements:

   *1. **Roof inspection and replacement / repair of damaged roof fasteners**; removal and replacement of all existing roof penetration boots and seals, and the addition of new snow retaining rails and above all building entrances.*
   *2. **Upper Roof Dormer and Roof Section** consisting of the removal and replacement of existing fascia and rain gutter, furnish and installation of new fascia and soffit, rain gutter and Corten weathering steel siding panels.*
   *3. **Lower Roof Section** consisting of the removal and replacement of existing fascia, rain gutter and downspouts and the installation of new fascia and soffit, rain gutter and downspouts.*

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.

3. Compensation.
   a. Rate. The City shall pay the Contractor the lump sum amount of Fifty Eight Thousand One Hundred Ninety Three Dollars and Nineteen Cents (**$58,193.19)** for fully performing the Services for Bid Schedules A, B and C, 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 December 31, 2026.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from

this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.

b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. 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.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

g. 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

_____
Maresa Manzione, Tooele City Mayor

BIGHORN ROOFING, LLC

_____
Signature
Print Name/Title:_____

Attest:

_____
Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

_____
Matthew C. Johnson, Tooele City Attorney

(Revised 01/08/2026)

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION 10/22/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** LIVEVIEW TECHNOLOGIES INC. V# 13302

SOFTWARE RENEWAL AND 3 YEAR AGREEMENT

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
HOMELESS RESOURCES	10 4211 481110	0.00	0.00	45,584.92	(45,584.92)
MISCELLANEOUS EQUIPMENT	10 4211 610000	59,600.00	6,722.00	445.36	52,432.64
					0.00
				46,030.28	

REQUESTED _____
DEPARTMENT HEAD

REVIEWED _____
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

LiveView Technologies, Inc.
Web: www.lvt.com

INVOICE

Invoice Nbr.:	**AR826294**
Date:	06-Oct-2026
Due Date:	05-Nov-2026
Customer ID:	LVT0017868
Currency:	USD

BILL TO	SHIP TO
Tooele City 90 N Main St Tooele UT 84074 United States of America	Tooele PD 50 North Garden Street Tooele UT 84074 United States of America

CUSTOMER REF. NBR.	TERMS	CONTACT
	Net 30	

NO.	ITEM	Serial #	QTY.	UOM	UNIT PRICE	EXTENDED PRICE
1	103849: Setup Charges - Trailer Packages		1.000000	EA	.00	.00
2	107267: V6 Live Unit (3X Q6135-LE)	TDC17765	1.000000	EA	.00	.00
3	108197: MONTHLY BILLING PROCESSING FEE		36.000000	EA	.00	.00
4	107974: HYBRID HARDWARE - MSU		1.000000	EA	32,380.40	32,380.40 — Surveillance Trailer
5	107887: SUBSCRIPTION - HYBRID - PREPAID - MSU - BASE		12.000000	EA	595.83	7,149.96
6	108138: SUBSCRIPTION - PREPAID - SERVICE PACKAGE - MSU		12.000000	EA	541.66	6,499.92 > Software + Warranty for 1 year
7	107150: V6 MOBILE MOUNTING STRUCTURE - WHITE	T2616275	1.000000	EA	.00	.00
8	108129: SHIPPING - ONEWAY - MSU		1.000000	EA	.00	.00

The goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 6, 7, 12, and regulations and orders issued under Section 14 thereof.

NOTE:

VENDOR # 13302
P.O. #
DEPT. #10-4211-481110 & 10-4211-610000
DATE 10/15/26
AMOUNT 45,584.92 & 445.36
SIGNATURE [signature] 10/15/26

Sales Total:	✓ 46,030.28
Tax Total:	3,~~397.08~~
Discount Total:	0.00
Total (USD):	**49,427.36**

Remittance address:
LiveView Technologies, Inc
PO Box 17853
Denver,CO 80217-0853

ACH payment details:
Key Bank
36 S State St
Salt Lake City, UT 84130
A/C No: 449681048178
ABA No: 124000737

To Pay via Credit Card or ACH Through Our Portal:
Please click or copy and paste the following URL into your browser:

https://connect.ebizcharge.net/lvt

Select "Create Account" and use the email address where you receive our invoices and your LVT Customer ID to complete account setup.

NOTE: Credit Card payments are subject to a 1% processing fee. ACH payments are not.

TOOELE CITY CORPORATION 10/22/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** SIDDONS MARTIN V# 10070

REPAIRS TO ENGINE 22

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	10 4222 252000	75,000.00	22,498.00	34,229.79	18,272.21
					0.00
					0.00
				34,229.79	

REQUESTED b/Chief McCay
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Siddons-Martin Emergency Group
5439 W 150 S
Salt Lake City, UT, 84104
USA
Phone: (801) 566-1261

Invoice #:	321-0000072162
PO #:	
Date:	10/14/2026

Remit to: PO Box 679827 Dallas, TX, 75267 USA
ACH/Wire instructions available upon request

Customer info:	Document info:	Unit info:	
Tooele City Corporat	Work order #: 321-WO0000074161	Job #: 13307	In / Out
Account# 1254277	Service advisor: Lyman Johnson (A0P9)	VIN: 4P1CT02S62A002407	Hours: 0/0
90 N Main St		Unit: ENGINE 22	Miles: 0/0
Tooele, UT, 84074			
USA			

Line # Description:
1 **Condition:** AC NOT COLD - CHECK FOR LEAKS
Correction: Verified concern. Found A/C system pressures at 0 PSI. Cooling fans and compressor clutch operate properly. Inspected for leaks and confirmed refrigerant leak at the front expansion valve. Recommend replacing the front expansion valve, evacuating/recharging the system, and verifying proper operation.

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Line # Description:
2 **Condition:** DIAGNOSE COOLANT LEAK/COOLANT DISAPPEARING
Correction: Coolant level full. Pressure test found radiator cap failed and cooling system will not hold pressure. Found coolant leak at drain valve fitting on passenger-side lower pipe (Class 2). No signs of coolant contamination in other fluids. Unable to verify water cooler due to seized pump drain. Recommend replacing drain valve fitting and radiator cap, then retesting cooling system.

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Line # Description:
3 **Condition:** 132 INSPECTION
Correction: COMPLETE

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

V# 10070
PO#
10-4222-252000
10-16-2026
$34,229.79

Siddons-Martin Emergency Group
5439 W 150 S
Salt Lake City, UT, 84104
USA
Phone: (801) 566-1261

Invoice #:	321-0000072162
PO #:	
Date:	10/14/2026

Document info: Work order #: 321-WO0000074161

Line # 4
Description:
Condition: INSPECT FRONT END
Correction: INSPECTION COMPLETE. FOUND SEPERATED FRONT TIRE.

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Line # 5
Description:
Condition: AC EXPANSION VALVE LEAKING FREON - POSSIBLE HOSE LEAK AS WELL
Correction: Verified A/C concern. Replaced expansion valve, evacuated and recharged system. Further testing found low pressures and a failed A/C compressor. After compressor replacement, diagnosed a restricted receiver/drier, replaced drier, vacuumed and recharged system. Tested operation and verified normal pressures with A/C blowing 35°F at vents. Reassembled dash and verified repair complete.

Part description:	Part #:	Qty:	Item price:	Total price:
RECEIVER DRYER, A/C PART # RD-5-7061-OP	022437	1.00	$56.14	$56.14
COMPRESSOR,ALMA A-6,AC,POLY	215498	1.00	$2885.93	$2885.93
R134A FREON REFIGERANT	194411	8.00	$16.60	$132.80
EXPANSION VALVE, HVAC	022860	1.00	$74.20	$74.20
FREIGHT	300056	1.00	$34.65	$34.65
FREIGHT	300056	1.00	$88.72	$88.72

Labor total: $2,215.00 **Parts total: $3,149.07** **Sublet total: $0.00** **Freight total: $123.37** **Line total: $5,487.44**

Line # 6
Description:
Condition: REPLACE RADIATOR CAP AND COOLANT DRAIN VALVE
Correction: Replaced the coolant drain valve and clamp, then pressure tested the cooling system. Performed additional leak checks using soapy water and verified the system holds 15 PSI with no leaks found. Cleaned the engine and transmission, road tested the unit, and rechecked coolant level. No leaks present at this time and system is operating as designed.

Part description:	Part #:	Qty:	Item price:	Total price:
1/2 IN BRASS HOSE BARB X 3/8 IN MALE PIPE	294750	1.00	$3.67	$3.67
FREIGHT	300056	1.00	$34.80	$34.80
CLAMP MIN 9/16 MAX 1-1/16	146595	1.00	$16.24	$16.24
5/8 BARB X 1/2 MALE PIPE	224204	1.00	$5.49	$5.49
DRAIN COCK	292397	1.00	$5.26	$5.26
TEE BRASS	135489	1.00	$8.74	$8.74
CAP,RADIATOR,10,PSI (FA)	089078	1.00	$46.06	$46.06
3/8" X 1/4" FEMALE NPT REDUCER COUPLING	113516	1.00	$7.52	$7.52

Labor total: $886.02 **Parts total: $92.98** **Sublet total: $0.00** **Freight total: $34.80** **Line total: $1,013.80**

Siddons-Martin Emergency Group
5439 W 150 S
Salt Lake City, UT, 84104
USA
Phone: (801) 566-1261

Invoice #:	321-0000072162
PO #:	
Date:	10/14/2026

Document info: Work order #: 321-WO0000074161

Line #	Description:
7	**Condition:** PUMP DRAIN IS STUCK CLOSED **Correction:** Freed and inspected the pump drain valve. Found calcium buildup and corrosion causing it to stick. Cleaned mating surfaces, lubricated the valve shaft, and exercised the valve. Rechecked operation after sitting overnight and confirmed normal movement.

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $443.01 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $443.01**

Line #	Description:
8	**Condition:** REPLACE WIPER BLADES - NO CHARGE **Correction:** Install new wiper blades - NO CHARGE

Part description:	Part #:	Qty:	Item price:	Total price:
Rain-X WeatherBeater Front Wiper Blade 24 in	180466	2.00		

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Line #	Description:
9	**Condition:** GENERATOR PTO LEAKING **Correction:** Removed and resealed the generator PTO with new gaskets and seals, then reinstalled all components. Identified a chafing generator PTO pressure hose, installed protective covering, and secured the hose. Tested PTO operation, cleaned the transmission area, road tested the unit, and verified no leaks or further concerns at this time.

Part description:	Part #:	Qty:	Item price:	Total price:
GASKET AND SEAL KIT, CHELSEA PTO	142987	1.00	$125.58	$125.58

Labor total: $553.76 **Parts total: $125.58** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $679.34**

Siddons-Martin Emergency Group
5439 W 150 S
Salt Lake City, UT, 84104
USA
Phone: (801) 566-1261

Invoice #:	321-0000072162
PO #:	
Date:	10/14/2026

Document info: Work order #: 321-WO0000074161

Line # 10 Description:
Condition: REPLACE REAR BRAKE SHOES AND INSPECT DRUMS
Correction: Removed rear axles, hubs, and brake drums. Replaced rear brake shoes, hardware, wheel hub seals, brake drums, and wheel studs. Reassembled rear wheels, completed cleanup, road tested the unit, and burnished the brakes. Verified proper brake operation with no issues found at this time.

Part description:	Part #:	Qty:	Item price:	Total price:
BRAKE DRUM	071178	2.00	$2266.65	$4533.30
FREIGHT	300056	1.00	$194.76	$194.76
WHEEL SEAL MERITOR	221589	2.00	$287.68	$575.36
FREIGHT	300056	1.00	$175.00	$175.00
SHOE AND HARDWARE KIT	166040	2.00	$2438.18	$4876.37
FREIGHT	300056	1.00	$250.50	$250.50
AXLE GASKET	048144	2.00	$12.20	$24.40

Labor total: $2,077.69 **Parts total: $10,009.43** **Sublet total: $0.00** **Freight total: $620.26** **Line total: $12,707.38**

Line # 11 Description:
Condition: REBUILD PUMP AND INSTALL NEW IMPELLER
Correction: Rebuilt pump assembly including impeller, shaft, transfer valve, seals, bearing, and driveline components. Performed vacuum and pressure testing, identified leaking valves, submitted parts recommendations, completed pump testing, and returned unit to service.

Part description:	Part #:	Qty:	Item price:	Total price:
IMPELLER SHAFT ASSY CM	122474	1.00	$7374.71	$7374.71
GSKET & O-RING KIT CM PUMP	164538	1.00	$209.99	$209.99
TRANSFER VALVE BALL REPAIR KIT CM	164598	1.00	$278.99	$278.99
U-JOINT KIT, 1810 SERIES, BEARING PLATE	099684	1.00	$309.37	$309.37
INTAKE SCREEN 6" ZINC FIRE ANODE	106974	2.00	$26.88	$53.77
FREIGHT	300056	1.00	$293.49	$293.49

Labor total: $4,873.01 **Parts total: $8,226.83** **Sublet total: $0.00** **Freight total: $293.49** **Line total: $13,393.33**

Line # 12 Description:
Condition: REPLACE 3 DAMAGED WHEEL STUDS AND NUTS
Correction: Replaced damaged wheel studs and reinstalled the rear wheels. Torqued all lug nuts to specification. Following completion of the A/C repairs, road tested the vehicle to verify proper operation. No issues were noted during the road test, and the vehicle is operating as designed at this time. Repair completed.

Part description:	Part #:	Qty:	Item price:	Total price:
WHEEL STUD LEFT	361446	4.00	$8.50	$33.99

Labor total: $221.50 **Parts total: $33.99** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $255.49**

Siddons-Martin Emergency Group
5439 W 150 S
Salt Lake City, UT, 84104
USA
Phone: (801) 566-1261

Invoice #:	321-0000072162
PO #:	
Date:	10/14/2026

Document info: Work order #: 321-WO0000074161

Line # 13
Description:
Condition: DRIVE TIME
Correction: TRAVEL

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Line # 15
Description:
Condition: ANNUAL PUMP TEST
Correction: INCLUDED WITH PUMP REBUILD

Part description:	Part #:	Qty:	Item price:	Total price:

Labor total: $0.00 **Parts total: $0.00** **Sublet total: $0.00** **Freight total: $0.00** **Line total: $0.00**

Total of All Services

Labor total	$11,269.99	Shop supplies	$250.00
Parts total	$21,637.88	Sublet total	$0.00
Freight total	$1,071.92	Sales tax	$0.00

Invoice total: $34,229.79

 Disclaimer

TOOELE CITY CORPORATION 10/22/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** SIDDONS MARTIN V# 10070

COATS AND PANTS FOR FIRE FIGHTERS

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MISCELLANEOUS EQUIPMENT	10 4222 610000	90,000.00	6,777.00	31,716.00	51,507.00
					0.00
					0.00
				31,716.00	

REQUESTED /s/ Chief McCoy
DEPARTMENT HEAD

REVIEWED
FINANCE DIRECTOR

APPROVED
MAYOR

APPROVED
COUNCIL CHAIRMAN

Need PO

Siddons-Martin Emergency Group
1506 I-35W
Denton, TX, 76201
USA
Phone:

ESTIMATE

DO NOT PAY

Customer Info:
Tooele City Fire Department
90 N Main St
Tooele, UT, 84074
USA

Document Info:
Quote #: 700-0053672
Taken By: Jeremy Crowton
Expiration Date: 10/24/2026

Item #	Description	Quantity / Unit	Unit Price	Amount
256512	FDX-FIRE-DEX AEROFLEX COAT Outer Shell 6.7 oz TECGEN71, Gold Moisture Barrier (F) 5.0oz Stedair® 4000 Thermal Liner (R1) 5.9 oz CoreCXP™ 1-layer AEROFLEXCOAT	6.00 / EA	2,074.00	12,444.00
256515	FDX-FIRE-DEX AEROFLEX PANTS Outer Shell 6.7 oz TECGEN71, Gold Moisture Barrier (F) 5.0oz Stedair® 4000 Thermal Liner (R1) 5.9 oz CoreCXP™ 1-layer AEROFLEXPANTS	6.00 / EA	1,561.00	9,366.00
243330	FDX-FIRE-DEX TG51 DELUXE COAT INT PACKAGE TG51DELUXECOAT	6.00 / EA	352.00	2,112.00
243331	FDX-FIRE-DEX TG51 DELUXE PANTS INT PACKAGE TG51DELUXEPANTS	6.00 / EA	345.00	2,070.00
243330	FDX-FIRE-DEX TG51 DELUXE COAT TG51DELUXECOAT	2.00 / EA	521.00	1,042.00
243331	FDX-FIRE-DEX TG51 DELUXE PANTS TG51DELUXEPANTS	2.00 / EA	508.00	1,016.00
242417	FDX-INTERCEPTOR HOOD NOMEX NANO FLEX FULL COVERAGE H41L1NBFHOS	6.00 / EA	116.00	696.00
246881	FDX-RED LEATHER BOOT 11M	2.00 / EA	440.00	880.00



MUST GO TO COUNCIL FOR APPROVAL.

(DO NOT APPROVE IN TYLER UNTIL APPROVED BY COUNCIL)

DISCUSS WITH SHELLO.

NOTE: SOLE FROM DUE TO MANUFACT VENDORS

Siddons-Martin Emergency Group
1506 I-35W
Denton, TX, 76201
USA
Phone:

ESTIMATE

DO NOT PAY

Document Info:
Quote #: 700-0053672

	FDXL200			
246872	FDX-RED LEATHER BOOT 9M FDXL200	1.00 / EA	440.00	440.00
246876	FDX-RED LEATHER BOOT 10M FDXL200	1.00 / EA	440.00	440.00
246883	FDX-RED LEATHER BOOT 11.5M FDXL200	1.00 / EA	440.00	440.00
246887	FDX-RED LEATHER BOOT 12W FDXL200	1.00 / EA	440.00	440.00
302980	FDX-HANGING PATCH HOOK & LOOP W SNAP ATTACHMENT 2IN SCOTCHLIET RED ORANGE XL61	1.00 / EA	30.00	30.00
300056	FREIGHT FREIGHT	1.00 / EA	300.00	300.00

For complete terms and conditions please visit our website :
https://www.siddons-martin.com
Link

Total of All Services

Labor total	$0.00	Shop supplies	$0.00
Parts total	$31,416.00	Sublet total	$0.00
Freight total	$ 300.00	Core charges	$0.00
		Sales tax	$0.00

Total: $31,716.00

TOOELE CITY CORPORATION 10/22/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** REHRIG PACIFIC COMPANY V# 07249

702 GARBAGE CONTAINERS

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
SPECIAL DEPARTMENT SUPPLIES	53 5300 481000	190,000.00	8,314.00	40,078.78	141,607.22
					0.00
					0.00
				40,078.78	

REQUESTED _____
DEPARTMENT HEAD

REVIEWED _____
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Rehrig Pacific Company
SINCE 1913

900 Corporate Center Dr, Ste 600
Monterey Park, CA 91754

Quote #: Q-2026-03410
Created On: October 20, 2026
Valid Until: November 19, 2026

Bill-to:

City of Tooele
90 North Main St
Tooele, UT 84074
US

Account Number: 216774

Bill-to Contact:
Jenipher Garcia
jenipherg@tooelecity.gov
435-843-2157

Ship-to:

City of Tooele
90 North Main St
Tooele, UT 84074
US

Account Number: 216774

Ship-to Contact:
Jenipher Garcia
jenipherg@tooelecity.gov
435-843-2157

PRODUCT	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
319100 - 95GEG GARBAGEMCBTOOELE CITYROC	95G EG Garbage forest green body and lid	702	$52.89	$37,128.78

Currency:	USD
Estimated Lead Time:	4 weeks from receipt of Purchase Order
Payment Terms:	Net 30 Days
Plant:	Buckeye, AZ

Subtotal	$37,128.78
Tax	TBD
Freight	$2,950.00
Total	**$40,078.78**

TERMS & CONDITIONS:

General terms: Prices may change due to applicable tariffs, duties, taxes, or government-imposed fees beyond our control. If new or increased tariffs, duties, or taxes apply, pricing may be adjusted accordingly. Applicable sales tax will be charged unless a valid tax exemption certificate is received and approved prior to shipment. If not provided in advance, the customer will be responsible for tax payment. Prices do not include freight or applicable taxes unless specifically noted. All quotes are subject to customer credit approval. Lead times are estimates and may vary based on order quantity and shipping location. Vision SaaS is a subscription service. All associated software remains the property of Rehrig Pacific. Rehrig Pacific is not responsible for penalties, liquidated damages, or charges resulting from customer contract obligations. Full terms, conditions, and warranty information will be provided separately.

Presented By:

Alyson Butler
Account Specialist
customerservice@rehrig.com
+1 (470) 834-5411

Accepted By:

Signature

Date

PO #

To initiate order, please send signed quote via email to your representative or accept the quote via the link.

TOOELE CITY CORPORATION 10/30/26

FISCAL NOTE TO PROPOSED EXPENDITURE

DESCRIPTION OF EXPENDITURE: **VENDOR:** DESIGN WEST CO. V# 00181

38' COMMERCIAL CHRISTMAS TREE FOR VETERANS PARK

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MACHINERY & EQUIPMENT	41 4620 741000	250,195.00	99,915.00	35,668.00	114,612.00
					0.00
					0.00
				35,668.00	

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Commercial Tree w/LED Lamps

For: City of Tooele
Attn: Park & Rec.

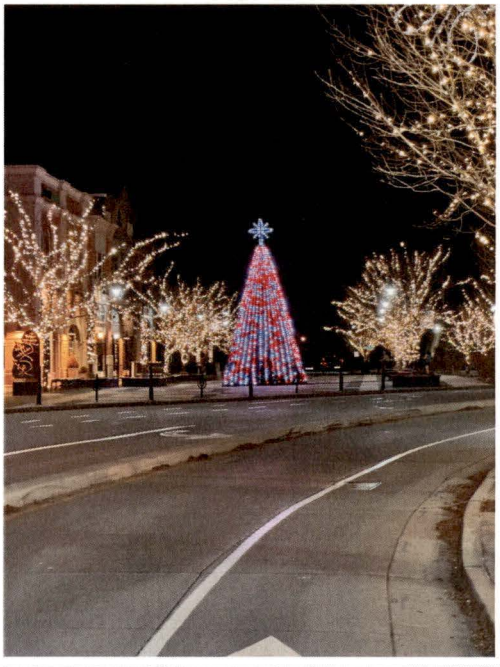
Tooele, UT

Prepared By: Design West Co.
Sales Rep: Mike Stewart
(800) 445-9627 - (801) 261-4646
mike@designwestdecorating.com

PO # for Christmas Tree



Item:	COMMERCIAL TREE w/Natural Garland
Size:	SSPT-34 - 38' w/Star - 18 1/2' Base
Lighting:	2305 LED Lamps - Color Choice w/Twinkle Option
List Price:	$39,600.00 w/Hardware….
Discount Price:	**$35,668.00**



VENDOR # 00181
P.O. #
DEPT 41-41020-741000
DATE 10-30-26
AMOUNT $35,668.00
SIGNATURE Dennis B Cook
10/30/26

Design West Co./Carpenter Decorating
6905 So. 1300 E. #486 - (800) 445-9627 - (801) 261.4646 - Fax: (801) 281-2651
Website: www.designwestdeocrating.com - email: info@designwestdecorating.com

Commercial Christmas Tree, Bid Results

Vendor	BID AMOUNT
Design West	$35,668.00
Creative Displays	$49,970.00
Christmas Designers	$60,690.00
Holiday Out Door Décor	$56,619.00

MENU

CREATIVE DISPLAYS
COMMERCIAL-GRADE HOLIDAY LIGHTING & DECOR

Request a Quote

Search products...

1 Shopping Cart — 2 Shipping and Checkout — 3 Confirmation



38' Christmas Panel Tree
$49,970.00

Quantity: 1

Subtotal: $49,970.00

Coupon code

Apply coupon

Update cart

Subtotal	$49,970.00

Shipment

- **Flat rate – Excludes all displays:** $7.00
- Free shipping – Excludes all displays
- Local pickup
- Commercial Freight Shipping

Many of our items are required to ship by freight. A member of our team will calculate the freight charge once your order is received. Please contact us if you have any questions.

Shipping options will be updated during checkout.

Calculate shipping

Tax Taxes will be calculated at c

Total **$49,977.00**

Captcha *

Success! CLOUDFLARE Privacy • Help

Refresh Captcha

Proceed to checkout

Pay with PayPal

Pay Later



(913) 358-0106
info@creativedisplays.com
14150 Santa Fe Trail Dr, Lenexa, KS 66215

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Join Creative Displays newsletter for new product launches and exclusive pricing.

BBB Rating: A+

Click for Review

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Pı Free shipping on order over $150* for Home and Business Christmas Lights Calculator

Search the store

1

YOUR CART

LOG IN

1

Order Summary

Subtotal $60,690.00

Estimate Shipping and Tax

Enter your destination to get a shipping estimate.

Country

United States

State/Province

Please select a region, state or province.

Zip/Postal Code

Enter Zip/Postal Code

Sorry, no quotes are available for this order at this time

SCRATCH TO WIN

Enter Discount Code

Apply Gift Card Code

Subtotal	$60,690.00
Order Total	**$60,690.00**

On Sale Items are Excluded from Coupons

HI, AK and Puerto Rico are excluded from free shipping offer

PROCEED TO CHECKOUT

PayPal

Please note when applying a coupon code to orders, if the subtotal goes below $150.00 shipping will be charged.
On Sale Items are Excluded from Coupons

HI, AK and Puerto Rico are excluded from free shipping offer

PRODUCT	QUANTITY	TOTAL

PRODUCT	QUANTITY	TOTAL



36' Majestic Mountain Pine Commercial Christmas Tree| C7 Retrofit LED Bulbs | Multi

$60,690.00
~~$71,400.00~~

Lighting Option:

C7 Retrofit LED Bulbs

Light Set Color:

Multi

− 1 + DELETE

$60,690.00

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info@christmasdesigners.com

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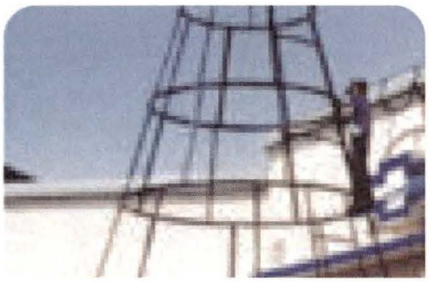
Enter email address Join

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Panel Tree

$5,967.00 – $95,881.50 SALE!

ADD TO WISHLIST

Our Best-Selling Panel Tree features a steel frame and pre-wrapped panels with a Mountain Pine Garland.
Choose between Warm White, Cool White, or Multi-Color Options.
Sizes range from 14'-50' increments.
Complete your tree with our tree toppers here
Decorate your trees with our recommended ornament packages here

SKU: T-38P

Categories: Best Sellers, Panel Trees

14' 18' 22' 26' 30' 34' 38' 42' 46' 50'

Clear
38' Tree, 21' Base. 3568 C-7 Lamps.
$62,910.00 $56,619.00

RELATED PRODUCTS

City Council Work Meeting Minutes

Date: October 7, 2026
Time: 5:30 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present
Jon Gossett
Justin Brady
Ed Hansen
Melodi Gochis
Dave McCall

Staff Present:
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Patrick Buhr, Public Works Assistant Director
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director
Adrian Day, Police Chief
Shannon Wimmer, Finance Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

1. **Open City Council Meeting**

   Chairman Brady opened the meeting at 5:30 p.m.

2. **Roll Call**

   Councilman Gossett, Present
   Councilwoman Gochis, Present
   Councilman Hansen, Present
   Councilman McCall, Present
   Councilman Brady, Present

3. **Mayor's Report**

   Mayor Manzione reminded the Council that the Tooele High School homecoming parade was rescheduled for the following day at 4:30 p.m. She mentioned that today is Energy Efficiency Day. She reported that the golf course and Cody Lopez were being recognized by First Tee Utah for their youth programs, which serve more than 200 children. She also noted that Cody Lopez had been nominated for a similar award by the PGA. She welcomed the community's recent powwow and gem show, noting strong

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attendance and the opportunity for tribal leaders and community members to share their culture. She and Councilman McCall attended a ceremony at Dugway Proving Ground recognizing the transition of Command Sergeant Major Cho to Command Sergeant Major Dallas, emphasizing Dugway's importance to Tooele City's workforce and economy. Finally, she reported on the City Employees Day of Service, during which employees planted 1,600 plants at the well house near 900 South using plants obtained through a Public Works grant. The area will be developed into a demonstration garden featuring water-efficient plants, trees, shrubs, and walking paths to showcase landscaping options suitable for the local climate. The Mayor thanked the City employees who participated in the project.

4. **Council Members' Report**

Councilman McCall reported that he accompanied Mayor Manzione to Dugway Proving Ground and had also attended the previous change-of-command ceremony for the West Desert Commander. He additionally attended a ribbon-cutting ceremony for a new tattoo shop in Tooele.

Councilman Hansen reported attending several LHC meetings and announced an upcoming public meeting scheduled for Tuesday the 13th at 5:30 p.m. at the Housing Authority building, located at 50 West, in the back-community room. He noted that the meeting would include time for public comment and training for the public. He also mentioned attending various other City events.

Councilwoman Gochis reported attending a Library Board meeting and the grand reopening of West Desert Motorsports Park with Mayor Manzione, where Governor Cox and the new owners, PV3, discussed their investment in the facility. She noted that the park is a world-class venue and expressed anticipation for future events. She also attended a Utah Transit Authority tour with the Mayor to learn about transportation improvements being planned in preparation for the 2034 Winter Olympics and the anticipated Salt Lake Temple open house in April. She shared her experience driving a 40-foot natural gas bus during the tour. Additionally, she attended an RDA executive meeting and a Tooele Women's Civic League meeting held in the City Council Chambers, where Fire Safety Month was discussed. She reminded the public that the Tooele City Fire Department would host an open house on Saturday from 10:00 a.m. to 1:00 p.m.

Councilman Gossett reported participating in the parade at Deseret Peak. He noted that he would be unable to attend the Tooele High School homecoming parade the following day and mentioned that Councilman McCall would fill in for him. He also reported resolving a resident's concern regarding garbage collection after contacting the garbage company several times to ensure her garbage can was taken to the curb for pickup and returned afterward.

Chairman Brady reported attending the North Tooele City Special Service District meeting, noting that the recent tax increase revenue was expected to become available for use and that growth in the area should generate additional tax revenue. He shared that he had received several concerns regarding the roads in and out of Overlake and had discussed them with Nathan Farrer and Mayor Manzione. He noted improvements on Frank's Drive, including the installation of light poles, and anticipated that 2000 North would be completed within the next week or so. He also participated in the Addict II Athlete 5K run, noting strong attendance and the program's support for individuals in maintaining sobriety. Additionally, he attended Kickin' Cancers Can, recognizing the community's support for individuals and families affected by cancer.

5. **Discussion Items**

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a. **Septic Systems – Sewer Connection Enforcement and Fee Schedules**
Presented by Matt Johnson, City Attorney

Mr. Johnson requested Council direction regarding sewer fees for approximately 160 properties within Tooele City that use septic systems but are located within 300 feet of a city sewer line. He explained that the City currently charges these properties a sewer fee to help cover the cost of reserving sewer treatment capacity and administrative expenses, even though the properties are not connected to the sewer system. The Council discussed the financial burden of requiring property owners to connect, potential health and environmental concerns, and the costs associated with maintaining sewer capacity. After discussion of the available options, the Council expressed support for charging septic-system users the monthly sewer base fee of $12.68 without additional usage-based charges until they connect to the sewer system. The administration was directed to pursue the necessary code changes to reflect this approach.

b. **Parks Department Purchase Discussion – Articulating Lift**
Presented by Darwin Cook

Mr. Cook presented the proposed purchase of an articulating lift to assist with maintenance at City Hall, the Pratt Aquatic Center, Fire Station No. 3, and City trees. He explained that the lift would allow staff to access high ceilings, lighting, and building infrastructure that cannot be reached with standard equipment. Renting a lift can cost up to $3,000 for a short period, and availability can delay maintenance.

Three vendors submitted bids for comparable equipment. The City favored UP Equipment's lift because it was less expensive than the other options, could fit through a 36-inch doorway, had a 59-foot reach, and could operate using electricity inside buildings. The total equipment budget was $138,000 for the lift and trailer. Staff also reviewed the manufacturer's service manual, warranty, parts availability, and service support in the United States. Although some Council members expressed concern about purchasing equipment from a Canadian company with a shorter operating history, staff reported that the maintenance supervisor supported the purchase after researching the equipment. The quoted price was $91,378, including applicable tariffs.

6. **Closed Meeting**
~ Litigation, Property Acquisition, and/or Personnel

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

Motion: Councilman McCall moved to proceed into a Closed Meeting. Councilman Hansen seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion passed 5-0.

The public meeting recessed at 6:22 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

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Chairman Brady called the Closed Meeting to order at 6:26 p.m.

Roll Call: Councilman Dave McCall, Present; Councilwoman Melodi Gochis, Present; Councilman Ed Hansen, Present; Councilman Jon Gossett, Present; and Chairman Justin Brady, Present.

Also in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; John Perez, Economic Development Director; Adrian Day, Police Chief; Andrew Aagard, Community Development Director; Paul Hansen, City Engineer; Shannon Wimmer, Finance Director; Darwin Cook, Parks and Recreation Director; Nathan Farrer, Public Works Director; Patrick Buhr, Public Works Assistant Director.

7. **Adjourn**

Chairman Brady adjourned the meeting at 6:51 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 November, 2026

_____
Justin Brady, City Council Chair

DRAFT

City Council Business Meeting Minutes

Date: October 7, 2026
Time: 7:00 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present
Jon Gossett
Justin Brady
Ed Hansen
Melodi Gochis
Dave McCall

Staff Present:
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Patrick Buhr, Public Works Assistant Director
Adrian Day, Police Chief
Shannon Wimmer, Finance Director
Kami Perkins, Human Resources Director
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Shilo Baker, City Recorder
Tiffany Day, Executive Assistant to the Mayor
Clarissa Pankratz, Deputy City Recorder
Teresa Young, Clerk/Minute Composition

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

   Chairman Brady opened the public meeting at 7:00 p.m. He clarified for the public that a separate County Planning Commission meeting was being held simultaneously at the County building just south of the meeting location to address confusion among residents, and then led the Pledge of Allegiance.

2. **Roll Call**

   Councilman Gossett, Present
   Councilwoman Gochis, Present
   Councilman Hansen, Present
   Councilman McCall, Present
   Councilman Brady, Present

3. **America250 Tribute – Tooele County Quilters**

   Mayor Manzione recognized the Tooele County Quilters, an organization with more than 70 members and 50 years of service in the community. Since 2019, the group has made and awarded more than 300

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quilts of service to local veterans in appreciation of their service and sacrifice. Mayor Manzione shared that her grandfather, a World War II veteran, received one of the quilts when he was 100 years old and left it to her when he passed away shortly before his 102nd birthday. She expressed her appreciation for the quilters and the personal meaning the quilt holds for her. Approximately 60 veterans are on the list to receive quilts this year during the annual Veterans Day breakfast hosted by the Tooele Elks Lodge. The group also donates quilts to local organizations and welcomes new members. In recognition of their service, Mayor Manzione presented the quilters with Tooele City America 250 pins and thanked them for their contributions to the community.

4. Domestic Violence Awareness Month Proclamation 2026

Presented by Mayor Manzione

Mayor Manzione read a proclamation declaring October 2026 as Domestic Violence Awareness Month in Tooele City, in partnership with South Valley Services Pathways. The proclamation recognized that domestic violence affects individuals and families across all communities, including children and seniors, and emphasized the importance of awareness, collaboration, and community support to help prevent abuse. Sarah McLaren, Shelter Manager with Pathways SVS, thanked the City for its support and welcomed the opportunity to work with the community to reduce stigma and assist those affected by domestic violence.

5. Public Comment Period

Prior to opening the public comment period for in-person comments, Chairman Brady summarized an email received from Tooele County resident Vickie Lake expressing concerns about the community's long-term water supply amid continued growth and new development. The letter requested that decisions involving significant new water demand be supported by current, independent groundwater data, including an evaluation of groundwater levels and other related factors. Ms. Lake also asked whether an updated water study was available or underway and emphasized the importance of using the most current independent information when making decisions. The full letter will be included in the minutes for public review.

Chairman Brady opened the public hearing at 7:11 p.m.

Karen Poch a resident of the Overlake Perry Homes area for nearly five years, expressed concerns about the proposed reduction in the water depletion requirement for new development from 100% to 60%. She stated that she was not opposed to growth but emphasized the importance of protecting Tooele's long-term water supply. Ms. Poch questioned what happens to the remaining 40% of water that is not depleted through end use or reclamation and whether it returns to the City's water system. She asked about available independent water studies and suggested waiting for the East Valley water source and water rights study, which was in progress, before changing the requirements. She also requested clarification regarding the ordinance's September 2 effective date and how the proposed change would affect the number of water shares required per dwelling unit. Ms. Poch recommended tabling the ordinance until additional studies and information were available, emphasizing the need to ensure a reliable water supply for current and future residents.

Roger Cederholm, a vacuum repairman, expressed concerns about data centers, stating that discussions often focus on water supply and physical resource demands rather than the broader impacts of data center operations, including information collection and its use. Chairman Brady clarified that Tooele City was not considering or voting on any data center proposals and informed Mr. Cederholm that a separate

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Planning Commission meeting at the County Building was addressing the topic. Mr. Cederholm thanked the council for the opportunity to speak and indicated he would attend the other meeting to share his concerns.

Seeing no other members of the public coming forward, Chairman Brady closed the public hearing at 7:19 p.m.

6. **Public Hearing and Motion on Resolution 2026-74 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2026-2027.**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the first-quarter budget amendments for the Fiscal Year 2027 budget, explaining that most amendments involved carrying over projects that were not completed in Fiscal Year 2026. She highlighted additional funding needs for the wastewater treatment plant, which would be funded through its fund balance if approved. These included $190,000 for three pumps and a surface aerator, a screw press rebuild and additional sludge hauling, and $300,000 for a dump truck. Ms. Wimmer noted that these were current-year budget adjustments rather than project carryovers and offered to answer questions.

Chairman Brady opened the public hearing at 7:23 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:23 p.m.

Motion: Councilman Hansen moved to approve Resolution 2026-74 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2026-2027. 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 2026-26 An Ordinance of Tooele City Amending Tooele City Code Section 7-26-2(3)(a) Regarding Water Rights Conveyance Requirements and Depletion Rates for Interior Uses for New Development.**

Presented by Paul Hansen, City Engineer

Mr. Hansen presented the proposed amendment to the City's water rights requirements for new development, explaining the distinction between water diversion and depletion and how Utah water rights are administered. He reviewed the City's current 100% depletion requirement, established around 2006 to account for water losses associated with the reclamation facility and its 17 storage ponds. Mr. Hansen explained that the City has since obtained sufficient water rights to cover evaporation from the ponds, with the remaining losses estimated at approximately 5% from biosolids production and disposal. The proposed amendment would reduce the depletion requirement from 100% to 60% while maintaining the required 0.25 acre-foot of water depletion per dwelling unit. This would reduce the amount of water rights required from approximately 0.45 to 0.27 acre-foot per dwelling unit without reducing the City's required water supply for interior residential use. He also explained that the September 2, 2026, effective date would apply the amendment to qualifying land use applications on or after that date. Following the presentation, Council members acknowledged the information provided through the Planning Commission meeting and the supporting studies and data used to evaluate the proposed change.

Chairman Brady opened the public hearing at 7:38 p.m.

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Karen Poch stated that her questions regarding the proposed water rights amendment remained unanswered, particularly how the change would affect the number of water shares developers must provide per dwelling unit. She requested a clearer explanation of the calculations, the qualifications of the person who conducted the analysis, and whether an independent study had been completed. Ms. Poch questioned whether the amendment should be delayed until the ongoing water study was finished to better understand the City's long-term water supply and future needs. She emphasized that she was not opposed to changes if sufficient water was available but urged the Council to proceed cautiously and ensure the public had clear, reliable information before making a decision.

Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:40 p.m.

Mr. Hansen clarified that the proposed amendment applied only to the interior water rights requirement and would not change the exterior landscape irrigation requirement. He explained that developers currently must provide 0.45 acre-foot of water rights per dwelling unit to account for the required 0.25 acre-foot of interior water depletion. Under the proposed change, that requirement would decrease to 0.27 acre-foot because the City has acquired sufficient water rights over the past 20 years to cover evaporation and other losses at the reclamation facility. He emphasized that the change would reduce the amount of unused water rights developers must provide without reducing the amount of water needed for residential use.

Nathan Farrer, Public Works Director added that the City verifies water availability before allowing development applications to proceed. He explained that recent water rights studies indicate the City has sufficient water rights to meet current needs through 2040 and potentially beyond with careful management. He noted that the proposed amendment was intended to ensure developers provide an appropriate amount of water rights while allowing the City to manage its existing resources responsibly.

Motion: Councilman Hansen moved to approve Ordinance 2026-26 An Ordinance of Tooele City Amending Tooele City Code Section 7-26-2(3)(a) Regarding Water Rights Conveyance Requirements and Depletion Rates for Interior Uses for New Development. 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.

8. **Ordinance 2026-28 An Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual.**

Presented by Kami Perkins, Human Resources Director

Ms. Perkins presented proposed updates to the City's Personnel Policies and Procedures Manual, which had been under review for more than a year. She explained that many changes were prompted by new federal compensation requirements, along with administrative updates and employee feedback. Key changes included increasing the tenure service performance bonus from $500 to $1,000, retroactive to July 1, 2026; aligning the City's Juneteenth holiday observance with the state holiday change; and changing short-term military leave from a rolling 12-month period to 11 days per calendar year. Additional amendments included implementing automatic enrollment in the 457-retirement plan at 2%, with contributions increasing by 1% annually unless employees opt out; increasing annual educational reimbursement from $1,000 to $2,000; and updating policies regarding gifts, prizes, and travel. Ms. Perkins noted that the proposed changes were intended to support employees, improve policy administration, and align City practices with current requirements.

Motion: Councilman McCall moved to approve Ordinance 2026-28 An Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual. 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.

9. **Resolution 2026-75 A Resolution of the Tooele City Council Approving a $500,000.00 Contingency Amount for the Agreement with COP Construction, LLC, for the Water Reclamation Facility Upgrades Construction Project.**

Presented by Nathan Farrer, Public Works Director

Mr. Farrer explained that the City's contract for an upcoming project was ready to proceed, but staff recognized that additional funding was needed to provide a contingency for unexpected emergencies or costs that could arise during a project of this scope. He requested a safety-net fund to address unforeseen expenses without having to return to the Council for additional funding. Farrer emphasized that staff hoped the contingency would not be needed but wanted to have it available if circumstances required it.

Motion: Councilman Gossett moved to approve Resolution 2026-75 A Resolution of the Tooele City Council Approving a $5000,000.00 Contingency Amount for the Agreement with COP Construction, LLC, for the Water Reclamation Facility Upgrades Construction Project. 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.

10. **Resolution 2026-76 A Resolution of the Tooele City Council Approving Change Order No. 2 to the Agreement with Black Forest Paving, LLC, for the 2026 Roadway Maintenance Project, Schedule C, for Road Repairs Involving Waterline Patches**

Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a change order to the City's paving contract to complete several additional paving projects while the contractor was already working in the area. The work included repairs from two recent waterline breaks, one involving a vehicle falling into the roadway and another in the Overlake neighborhood, as well as a small section of pavement on American Way. Mr. Farrer explained that completing the work before the end of the paving season would save mobilization costs and ensure the repairs were completed before weather conditions prevented further paving. The change order, which totaled $78,242, would be added to the contractor's existing scope of work.

Motion: Councilwoman Gochis moved to approve Resolution 2026-76 A Resolution of the Tooele City Council Approving Change Order No. 2 to the Agreement with Black Forest Paving, LLC, for the 2026 Roadway Maintenance Project, Schedule C, for Road Repairs Involving Waterline Patches. Councilman Hansen 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.

11. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

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Ms. Baker presented several invoices and purchase requests, noting that some were not included in the Council packet. The requests included $30,000 to North Star Buildings for the initial cost of a 40-by-70-by-16-foot pole building for the Cemetery Department, which will be used as a maintenance shop. $91,378 to UP Equip USA for the purchase of the lift discussed during the work meeting, with an initial deposit of $18,000. Additionally, $50,551.15 to Conserve-A-Watt was requested for overhead lights at the Aquatics Center, which City staff will install using the new lift.

Vehicle purchases included three 2026 Toyota Camrys from Tony Divino Toyota for the Police Department's investigation team for $89,859. A 2027 Ford F-150 from Ken Garff West Valley Ford for $66,609 was requested to replace a vehicle that was recently damaged in an accident, with insurance proceeds helping offset the cost. The Water Department requested a Mack Granite 84FR dump truck from Mountain West Truck Center for $218,745 to add to its fleet. The Streets Department requested two 2026 GMC Sierra 3500 four-wheel-drive dump trucks from Jerry Seiner Buick GMC for $155,000, which will replace two older one-ton dump trucks. The Police Department also requested three fully equipped 2026 Ford Explorers from Utilitac for $225,796.86.

Council members discussed the purchases and the City's vehicle replacement program, noting the importance of maintaining a consistent replacement schedule for City vehicles.

Motion: Councilwoman Gochis moved to approve the invoices and purchases as stated. 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.

12. **Minutes**

~ September 16, 2026 City Council Work Meeting Minutes
~ September 16, 2026 City Council Business Meeting Minutes

There were no correction to the minutes.

Motion: Councilman Hansen moved to approve the September 16, 2026 City Council Work Meeting Minutes and the September 16, 2026 City Council Business Meeting Minutes. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall stated that he approved the motion but noted that he was not present at the meeting; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

13. **Adjourn**

Chairman Brady adjourned the meeting at 8:06 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 November, 2026

_____
Justin Brady, City Council Chair

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