

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 5, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
Presented by Mayor Debbie Winn
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2025-04** An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located Near 1405 Conifer Street
Presented by Andrew Aagard, Community Development Director
6. **Resolution 2025-11** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2025-2026
Presented by Adrian Day, Police Chief
7. **Resolution 2025-12** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Oquirrh Hills Golf Course Fees
Presented by Darwin Cook, Parks & Recreation Director
8. **Resolution 2025-14** A Resolution of the Tooele City Council Approving an Agreement with Hawks Janitorial Contracting for Janitorial Services for Tooele City Buildings
Presented by Darwin Cook, Parks & Recreation Director
9. **Resolution 2025-13** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers, Inc., for a Comprehensive Water Rights Study
Presented by Jamie Grandpre, Public Works Director

10. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

11. Minutes

~February 19, 2025 Work Meeting

~February 19, 2025 Business Meeting

12. Adjourn

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2025-04

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY ZONING MAP FOR PROPERTY LOCATED NEAR 1405 CONIFER STREET.

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

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

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

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

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

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

WHEREAS, the City has received an application from Brandon and Jenny Nay for Zoning amendments for properties located near 1405 North Conifer Street, proposing to rezone 19.38 acres of property (“Property”) from the rural residential RR-5 zoning district to the single-family residential R1-10 zoning district (see the illustrations contained in the attached **Exhibit A**); and,

WHEREAS, the General Plan Land Use Map of the Property calls for Medium-Density Residential (MDR) uses, and the R1-10 zoning district is one of the allowed

zoning districts in the MDR land use category (reference the Tooele City General Plan, page 3.9, Table 2); and,

WHEREAS, the City Administration recommended to the Planning Commission amending the zoning for the Property, consistent with the rezone application, from the RR-5 zoning district to the R1-10 zoning district (see the City staff report contained in **Exhibit A**); and,

WHEREAS, on February 26, 2025, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as **Exhibit B**); and,

WHEREAS, on March 5, 2025, the City Council convened a duly-advertised public hearing:

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

1. this Ordinance and the zoning amendments proposed therein are in the best interest of the City in that they will increase single-family residential housing product availability, are consistent with the desires of the affected property owners, and are consistent with the General Plan and Land Use Plan; and,
2. the Zoning Map is hereby amended for the 19.38 acres of Property located near 1405 North Conifer Street, from the rural residential RR-5 zoning district to the single-family residential R1-10 zoning district, as illustrated in **Exhibit A**.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Sharon Dawson, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, Tooele City Attorney

Exhibit A

Application for Zoning Amendment
City Staff Report

STAFF REPORT

February 19, 2025

To: Tooele City Planning Commission
Business Date: February 26, 2025

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Conifer Rezone – Zoning Map Amendment Request

Application No.: 2025010
Applicant: Brandon & Jenny Nay
Project Location: Approximately 1405 N Conifer Street
Zoning: RR-5 Rural Residential Zone
Acreage: 19.38 Acres (Approximately 844,192 ft²)
Request: Request for approval of a Zoning Map Amendment to re-assign the zoning from RR-5 Rural Residential to R1-10 Residential

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 19.38 acres located at approximately 1405 N Conifer Street. The property is currently zoned RR-5 Rural Residential. The applicant is requesting that a Zoning Map Amendment be approved to re-assign the zoning to R1-10 Residential.

The Planning Commission heard a Zoning Map Amendment request for this property during the February 12, 2025 Planning Commission meeting. At that meeting a public hearing was held and public comment was registered. However, the Planning Commission was unable to make a recommendation on that request as the requested zoning of RR-1 did not satisfy the Medium Density Residential designation of the Land Use Map. City ordinances require that all zoning changes comply with the Land Use Map of the Tooele City General Plan, or, the Land Use Map must first be amended.

Rather than amend the Land Use Map of the General Plan, the applicants have decided to amend their Zoning Map Amendment application to comply with the existing Land Use Map designation. They have submitted a new application and are now requesting the property be rezoned to R1-10 and are no longer requesting the RR-1 Rural Residential zoning district.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the RR-5 Rural Residential zoning classification requiring one home per 5 acre lot. The RR-5 Rural Residential zoning designation is not identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. Properties to the north are located in Tooele County as are properties to the east. Properties to the south and the east are zone R1-8 Residential and are single-family residential subdivisions. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The Land Use Map of the General Plan designates the property to be Medium Density Residential (MDR). City ordinance requires that any Zoning Map amendments on the property shall comply with the MDR designation. The MDR land use includes the R1-7, R1-8 and R1-10 zoning districts and the request by the applicants to change the zoning to R1-10 Residential is compliant with the Land Use Map.

What are the main differences between the two zoning districts? The differences are significant. The RR-5 zoning district is a rural residential district requiring large five acre lots for each single-family residential home. The RR-5 zoning district also permits the keeping of farm animals without restriction to the number of farm animals. Horses, cows, goats, chickens, ducks, rabbits and other agricultural animals are permitted by right on all properties bearing this zoning district. Pigs, are prohibited in Tooele City.

The R1-10 Residential zoning district is quite different from the RR-5 Rural Residential zoning district. The R1-10 permits the creation of lots significantly smaller than the RR-5 zone in that lots can be 10,000 square feet or larger. The zone does not place a restriction on maximum lot size. The R1-10 zoning district does not permit the keeping of farm animals such as horses, cows, goats, emus and so forth. Lots in the R1-10 zoning district may keep chickens, ducks and rabbits but may only have up to 6 animals per lot.

The R1-10 and RR-5 zoning district permit the same dwelling uses in that single-family and two-family type housing can be constructed in both zones, accessory dwelling units (ADUs) can also be constructed in both zones and both zones permit home occupations or home based businesses to occur in the homes.

It should also be emphasized that by changing the zoning to R1-10 that would now entitle all properties that would bear that zone the right to develop under the standards of the R1-10 zoning district. The applicant's intend to construct one home on 3 acres, but, there is nothing that would prevent them from developing the property into much smaller lots, once the Zoning Map has been amended.

Animal Rights. It should be noted that a change in zoning to the R1-10 zoning district could have an impact on properties that keep or maintain farm animals. Once the zoning is changed to the R1-10 zone the animals that are kept on the properties would now be considered legal non-conforming uses. Tooele City Code 7-3 permits legal non-conforming uses to continue on in perpetuity but that legal non-conforming status will expire if there is a cessation of use extending longer than one year. Tooele City Code 7-3 also prohibits legal non-conforming uses from expanding. Any property that has farm animals at the time of the zoning change may continue to maintain those animals but they will not be able to acquire additional animals and must maintain those animals on the property in a constant state or they risk losing that legal non-conforming status. Once that status has expired the uses of the property would then be required to conform with the requirements of the R1-10 zoning district.

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

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
 - (a) The effect of the proposed amendment on the character of the surrounding area.

- (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
- (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
- (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
- (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
- (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comment:

- 1. The request to change the zoning to R1-10 does comply with the Medium Density Land Use designation of the Land Use Map of the Tooele City General Plan.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions typically do not review legislative items such as Zoning Map amendments and as such have not issued any comments regarding this application.

Tooele City Fire Department Review. The Tooele City Fire Department typically does not review legislative items such as Zoning Map amendments and as such have not issued any comments regarding this application.

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

STAFF RECOMMENDATION

Staff recommends that the Planning Commission consider carefully the applicants’ and the staff’s reviews and how they meet the *Criteria For Approval* listed above in this Staff Report. Weigh this request for a Zoning Map Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) (above) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

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

- 1. The effect of the proposed application on the character of the surrounding area.
- 2. The degree to which the proposed application is consistent with the intent, goals, and objectives of any applicable master plan.
- 3. The degree to which the proposed application is consistent with the intent, goals, and objectives of the Tooele City General Plan.
- 4. The degree to which the proposed application is consistent with the requirements and provisions of the Tooele City Code.
- 5. The suitability of the properties for the uses proposed.
- 6. The degree to which the proposed application will or will not be deleterious to the health, safety, and general welfare of the general public or the residents of adjacent properties.

7. The degree to which the proposed application conforms to the general aesthetic and physical development of the area.
8. Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Whether or not public services in the area are adequate to support the subject development.
11. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Conifer Rezone Zoning Map Amendment Request by Brandon & Jenny Nay, reassigning the zoning of approximately 19.38 acres to the R1-10 Residential zoning district, application number 2025010, based on the findings and subject to the conditions listed in the Staff Report dated February 19, 2025:”

1. List any additional findings and conditions...

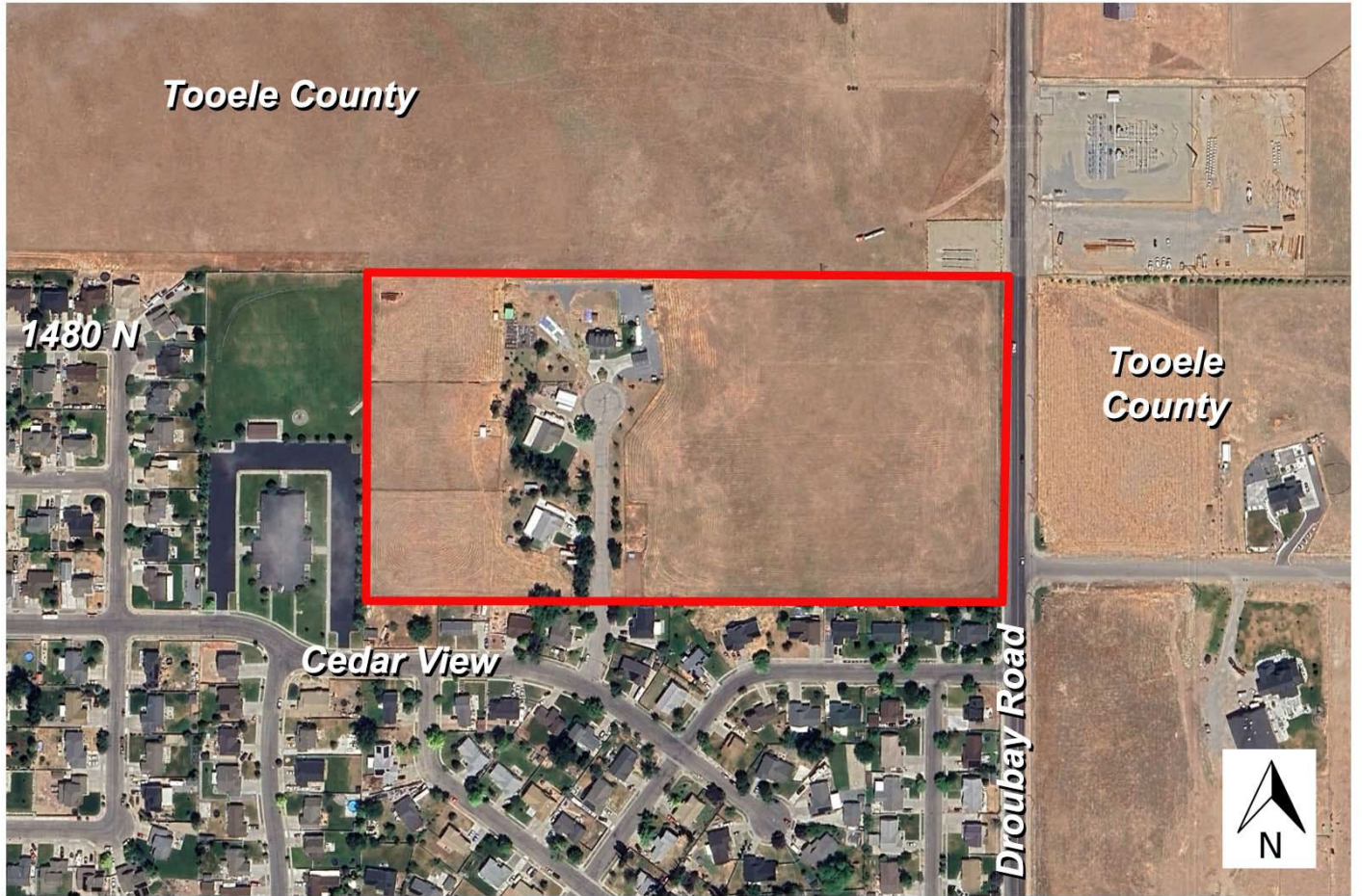
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Conifer Rezone Zoning Map Amendment Request by Brandon & Jenny Nay, reassigning the zoning of approximately 19.38 acres to the R1-10 Residential zoning district, application number 2025010, based on the following findings:”

1. List findings...

EXHIBIT A

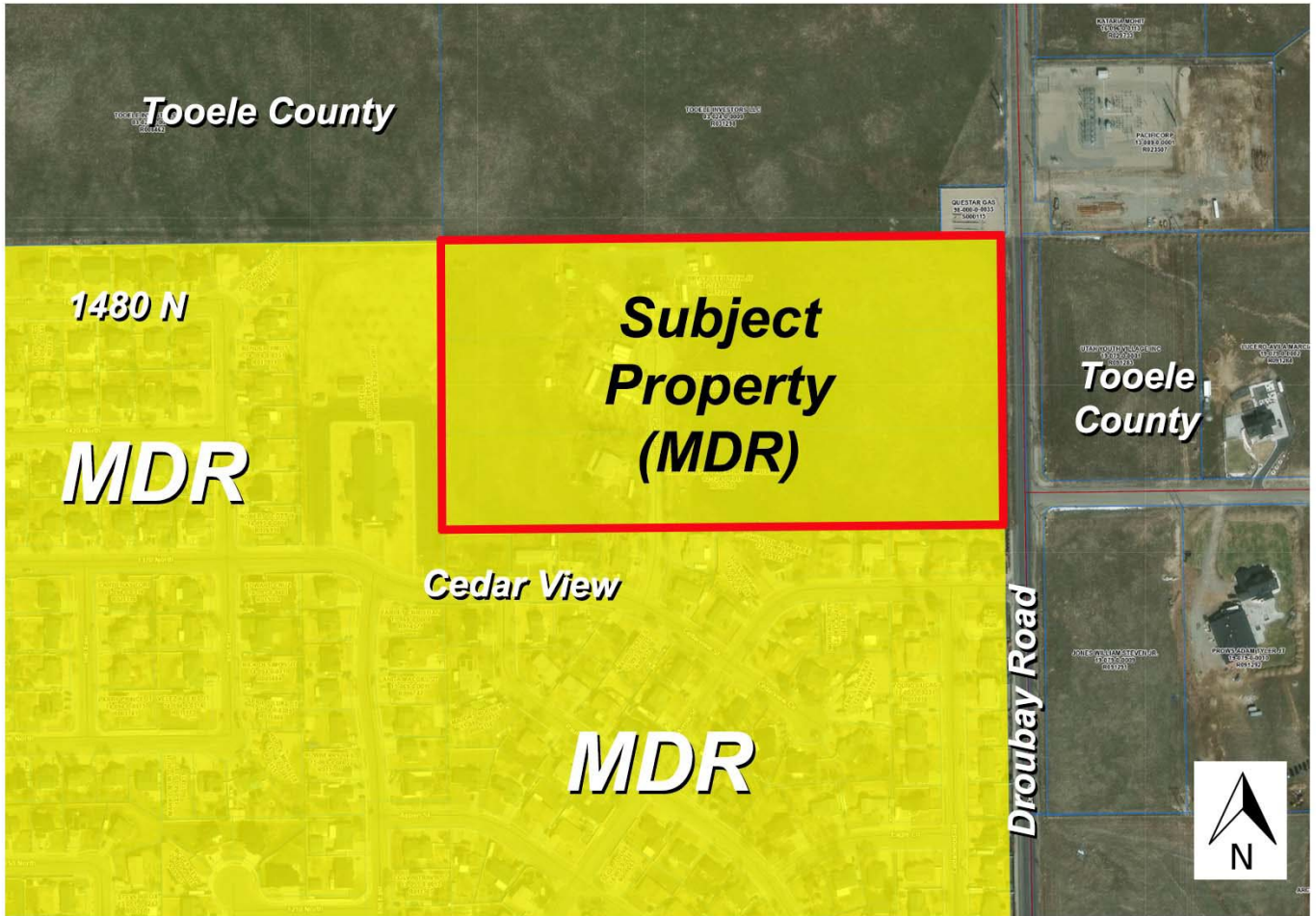
MAPPING PERTINENT TO THE CONIFER REZONE ZONING MAP AMENDMENT

Conifer Rezone



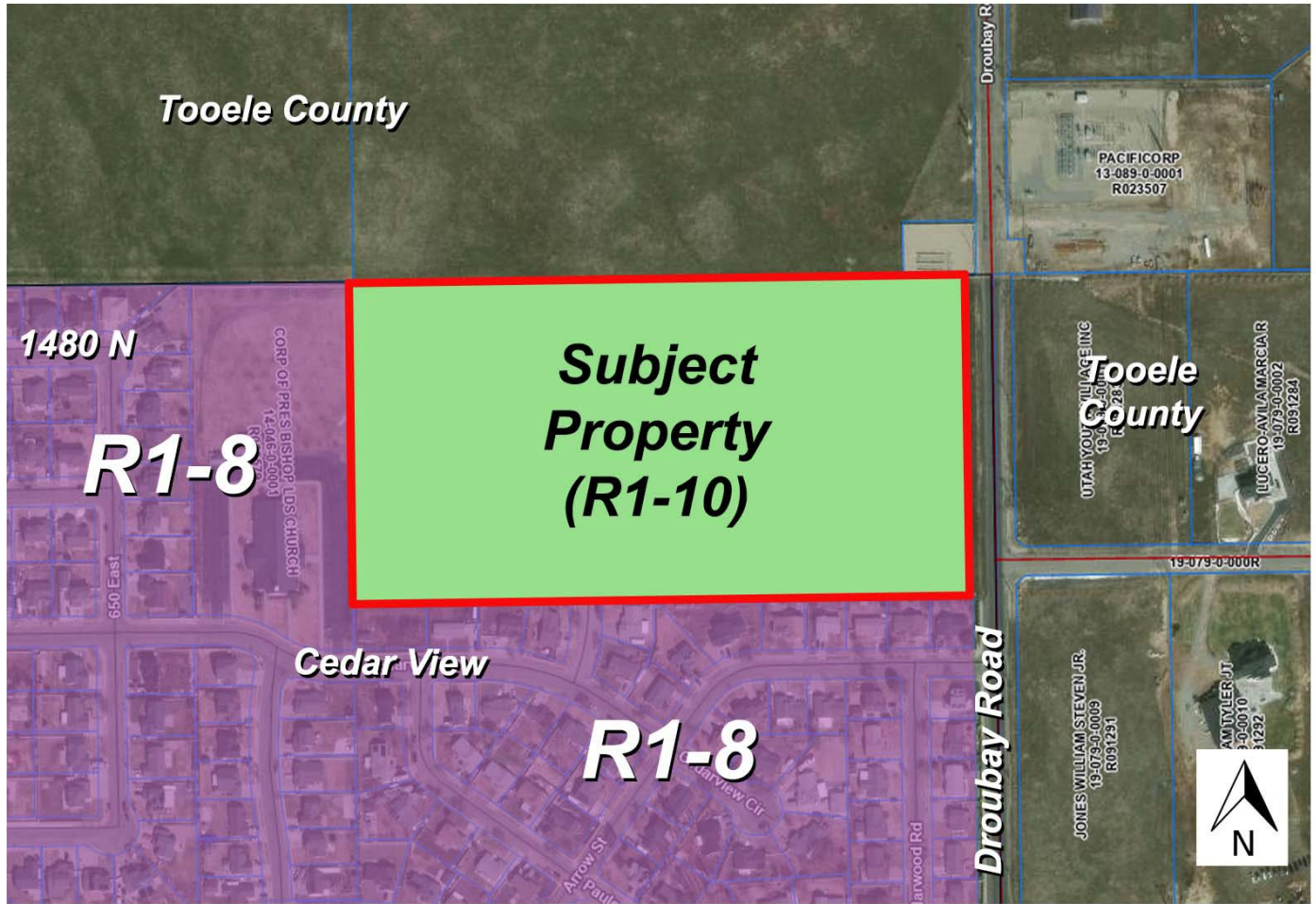
Aerial View

Conifer Rezone



Current Land Use

Conifer Rezone



Proposed Zoning

EXHIBIT B

**PROPOSED DEVELOPMENT PLANS &
APPLICANT SUBMITTED INFORMATION**

Zoning Map Amendment Application

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



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

amend to 2.13.25 JAY MB

Project Information			
Date of Submission:	Current Zoning: RRS	Proposed Zoning: RRT RH10	Parcel #(s): see add page
Project Name: Conifer Rezone			Acres: 19.38
Project Address: 1405 Conifer St. Tooele, UT 84074			
Does the proposed Zoning Comply with the General Plan: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Brief Project Summary:			
Property Owner(s): see add' page		Applicant(s): Brandon & Jenny Nay	
Address:		Address: 802E 1120N Tooele, UT	
City:	State:	Zip:	City: Tooele State: UT Zip: 84074
Phone:		Phone: 801.518.4664 / 801.865.5955	
Contact Person: Brandon Nay		Address: 802E 1120N	
Phone: below		City: Tooele	State: UT Zip: 84074
Cellular: 801.518.4664	Fax: _____	Email: brandon@pridebuilt homes.com	

well amend it

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

Note to Applicant:

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

For Office Use Only			
Received By:	Date Received:	Time:	APP#:

Exhibit B

Planning Commission Minutes

TOOELE CITY CORPORATION

RESOLUTION 2025-11

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2025-2026.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2025-2026 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2025-2026 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2025-2026 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Dispatch Service Agreement

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2025-2026 FEE ASSESSMENTS

Agency	Population Estimates (2023)	BASE FEE	2022 Incident Numbers and Traffic Stops Totals	2023 Incident Numbers and Traffic Stops Totals	2024 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	USAGE FEE	TOTAL
Grantsville PD	13,637	\$18,582	8,394	7,412	7,552	7,786	\$145,053	\$163,636
Tooele PD	37,265	\$50,779	11,904	12,203	13,457	12,521	\$233,273	\$284,052
Tooele County S.O.	22,756	\$31,009	7,889	7,988	8,782	8,220	\$153,133	\$184,141
County FD			0	9	25	11	\$211	\$211
Fire Warden			124	97	196	139	\$2,590	\$2,590
Ibapah FD			24	9	15	16	\$298	\$298
Ophir FD			0	0	0	0	\$0	\$0
Terra FD			54	35	25	38	\$708	\$708
Wendover PD	1,264	\$1,722	2,796	3,657	2,285	2,913	\$54,263	\$55,985
Utah Highway Patrol			10,595	11,193	11,657	11,148	\$207,694	\$207,694
AP&P						0	\$0	\$0
BIA (Ibapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
Erda	3,294	\$4,489	1,623	1,815	1,708	1,715	\$31,957	\$36,445
Lake Point	2,938	\$4,003	1,501	1,755	1,932	1,729	\$32,218	\$36,221
Stockton	897	\$1,222	246	197	252	232	\$4,316	\$5,538
North Tooele FD			1,266	1,270	1,344	1,293	\$24,095	\$24,095
Mountain West Ambulance			5,779	5,901	6,081	5,920	\$110,296	\$110,296
Wendover Ambulance			327	352	313	331	\$6,160	\$6,160
	82,051	111,807	52,522	53,893	55,624	54,013	\$1,006,263	\$1,118,070

\$18.63001

2025 BUDGET	\$1,937,380.00
Storage Redundancy	\$258,000.00
Less: E911 Funds	\$1,050,000.00
Less: Contracts	\$27,310.00
Net Budget Amount	\$1,118,070.00
Less: Base Amount	\$111,807.00
Allocated Amount	\$1,006,263.00
3 YEAR AVE	\$54,013.00
	\$18.63

Estimated Contracts-\$5,462 Per FTE		
AP&P	\$10,924.00	2
BIA (Ibapah)	\$5,462.00	1
BIA (Skull Valley)	\$5,462.00	1
BLM	\$5,462.00	1
	\$27,310.00	

Major addressing update in 2024 changed the 2023 calls for service numbers for Tooele County S.O., Erda, Lake Point and Stockton

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2025, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2025, through June 30, 2026, the City agrees to pay the County the sum of \$284,052.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2025, and shall terminate on June 30, 2026, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2025, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2025

TOOOELE CITY

Debra E. Winn
Mayor

ATTEST:

Michelle Pitt
Tooele City Recorder

APPROVED AS TO FORM:

Roger Baker
Tooele City Attorney

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

ATTEST:

Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

Nathan Harris
Deputy Tooele County Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-12

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR OQUIRRH HILLS GOLF COURSE FEES.

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, in order to remain competitive with other facilities and to recoup a greater share of City costs, the City Administration recommends that certain fees at the Oquirrh Hills Golf Course be increased, as shown in Exhibit A; and,

WHEREAS, Exhibit A illustrates when each fee was last changed, the current fees compared with the proposed fees, and the fees charged at other facilities:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Fee Schedule is hereby amended to include the Oquirrh Hills Golf Course fee changes proposed in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Golf Course Fees

Oquirrh Hills	Current Rates	Proposed Rates	Last Increase	Stansbury	Palisades	Delta	Carbon	Richfield
Green Fees: Regular								
9 Holes (Weekday)	\$14	No Change	2024	\$12	\$17	\$13	\$16	\$15
18 Holes (Weekday)	\$26	No Change	2024	\$24	\$32	\$22	\$30	\$30
9 Holes (Weekend/Holiday)	\$15	No Change	2024	\$15	\$20	\$14	\$16	\$15
18 Holes (Weekend/ Holiday)	\$28	No Change	2024	\$29	\$36	\$24	\$30	\$30
Green Fees: Senior/Military								
9 Holes (Weekday)	\$11	No Change	2024	\$12	\$15	\$10	\$14	\$15
18 Holes (Weekday)	\$21	No Change	2024	\$21	\$27	\$17	\$27	\$30
9 Holes (Weekend/Holiday)	\$12	No Change	2024	\$17	\$20	\$11	\$14	\$15
18 Holes (Weekend/ Holiday)	\$22	No Change	2024	\$26	\$36	\$18	\$27	\$30
Green Fees: Junior								
9 Holes (Weekday)	\$8	No Change	2024	\$7	\$11	\$10	\$14	\$8
18 Holes (Weekday)	\$15	No Change	2024	\$13	\$22	\$17	\$27	\$16
9 Holes (Weekend/Holiday)	\$9	No Change	2024	\$8	\$20	\$11	\$14	\$8
18 Holes (Weekend/ Holiday)	\$17	No Change	2024	\$15	\$36	\$18	\$27	\$16
Season Passes								
10 Punch: Regular	\$100	\$120	2022					\$130
10 Punch: Senior/Military	\$80	\$90	2022					NA
10 Punch: Junior	\$50	\$60	2022					NA
20 Punch: Regular	\$180	\$200	2022					\$250
20 Punch: Senior/Military	\$150	\$160	2022					NA
20 Punch: Junior	\$80	\$100	2022					NA
Season Pass: Regular	\$600	\$650	2022	\$675	\$650		\$740	\$700
Season Pass: Senior/Military	\$500	\$550	2022	\$525	\$650		\$680	\$650
Season Pass: Junior	\$300	\$350	2022	\$300			\$200	\$250
Season Pass Family (2 People)	\$1,000	\$1,100	2022	\$1,150	\$1,000			\$1,100
Season Pass: Family(Add Child)	\$100	\$150	2022	\$300				NA
Players Pass	\$99	No Change	2022					NA
Players Pass								
9 Holes	\$7	\$10	2022					NA
18 Holes	\$14	\$20	2022					NA

Cart Fees								
9 Holes	\$8	\$10	2019	\$10			\$7	\$7
18 Holes	\$16	\$20	2019	\$15			\$14	\$14
Spectator Cart Fee	New	\$8	New					
Season Cart Fee	\$600	No Change	2024	\$725				NA
Trail Fee								
Season Trail Fee	\$300	No Change	2022	\$300				
Daily Trail Fee (9 Holes)	\$5.00	No Change	2022					
Daily Trail Fee (18 Holes)	\$7	\$10	2022					
Rentals								
Club Rentals (9 Holes)	\$10	\$15	2019					
Club Rentals (18 Holes)	\$10	\$15	2019					
Pull Cart (9 Holes)	\$4	\$5	2019					
Pull Cart (18 Holes)	\$8	\$10	2019					
Range								
Small	\$4	\$5	2024	\$3				\$4
Mediam	\$6	\$8	2024	\$6				NA
Large	\$8	\$10	2024	\$9				\$7

Oquirrh Hills	Last Increase	Current Rates	Proposed Rates	AVG	Stansbury	Palisades	River Oaks	Carbon	Richfield
Season Passes									
10 Punch: Regular	2022	\$100	\$120	\$180	NA	NA	\$230	NA	\$130
10 Punch: Senior/Military	2022	\$80	\$90	#DIV/0!	NA	NA	NA	NA	NA
10 Punch: Junior	2022	\$50	\$60	#DIV/0!	NA	NA	NA	NA	NA
20 Punch: Regular	2022	\$180	\$200	\$308	\$375	\$300	NA	NA	\$250
20 Punch: Senior/Military	2022	\$150	\$160	\$300	\$300	NA	NA	NA	NA
20 Punch: Junior	2022	\$80	\$100	\$200	\$200	NA	NA	NA	NA
Season Pass: Regular	2022	\$600	\$650	\$710	\$725	\$675	NA	\$740	\$700
Season Pass: Senior/Military	2022	\$500	\$550	\$635	\$575	NA	NA	\$680	\$650
Season Pass: Junior	2022	\$300	\$350	\$267	\$350	NA	NA	\$200	\$250
Season Pass Family (2 People)	2022	\$1,000	\$1,100	\$1,163	\$1,350	\$1,100	NA	\$1,100	\$1,100
Season Pass: Family(Add Child)	2022	\$100	\$150	\$150	NA	NA	NA	NA	\$150
Players Pass									
9 Holes	2022	\$7	\$10	\$10	NA	NA	\$10	NA	NA
18 Holes	2022	\$14	\$20	\$20	NA	NA	\$20	NA	NA
Cart Fees									
9 Holes	2019	\$8	\$10	\$9	\$10	\$8	\$11	\$7	\$8
18 Holes	2019	\$16	\$20	\$17	\$15	\$16	\$22	\$14	\$16
9 Hole Spectator Cart Fee	New	New	\$8	\$9	\$10	\$8	\$11	\$7	\$8
18 Hole Spectator Cart Fee	New	New	\$16	\$17	\$15	\$16	\$22	\$14	\$16
Trail Fee									
Daily Trail Fee (18 Holes)	2022	\$7	\$10	\$15	\$15	NA	NA	NA	NA
Rentals									
Club Rentals (9 Holes)	2019	\$10	\$15	\$12	\$10	NA	\$15	NA	\$10
Club Rentals (18 Holes)	2019	\$10	\$15	\$18	\$14	NA	\$30	NA	\$10
Pull Cart (9 Holes)	2019	\$4	\$5	\$4	\$3	NA	\$6	\$4	\$3
Pull Cart (18 Holes)	2019	\$8	\$10	\$8	\$6	NA	\$10	\$8	\$6
Range									
Small	2024	\$4	\$5	\$5	\$4	\$5	\$6	\$4	\$5
Mediam	2024	\$6	\$8	\$9	\$8	NA	\$10	\$8	NA
Large	2024	\$8	\$10	\$11	\$12	\$9	\$13	\$12	\$9

TOOELE CITY CORPORATION

RESOLUTION 2025-14

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HAWKS JANITORIAL CONTRACTING FOR JANITORIAL SERVICES FOR TOOELE CITY BUILDINGS.

WHEREAS, Tooele City owns, operates, and maintains several buildings that require janitorial services, and has contracted with Hawks Janitorial Services for a number of years to provide those services, adding buildings from time to time; and,

WHEREAS, pursuant to City procurement policies, and in order to assure good taxpayer value, the City bid the janitorial service contract, and Hawks was the lowest responsible responsive bidder, with a cost proposal of \$129,000; and,

WHEREAS, the bid results are attached as Exhibit A, and the Hawks agreement is attached as Exhibit B; and,

WHEREAS, keeping City buildings clean is important to building longevity, employee productivity, and taxpayer trust:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the janitorial services agreement with Hawks Janitorial Services is hereby approved, and that the Mayor is hereby authorized to execute the same.

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 _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Janitorial Services Bid Results

2025 Tooele City Janitorial Services Project Bid Results

CONTRACTOR	BID AMOUNT
Chano & Sons Inc	\$255,060.00
Caliber Cleaning Services	\$138,116.16
Hawks Janitorial	\$129,000.00
Lemony Fresh Cleaning	\$268,125.00 - \$826,150.00
Wingfoot Services	\$150,335.64

Exhibit B

Hawks Agreement and Scope of Work



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Hawks Janitorial Contracting** of **632 East Coach Lane, Grantsville UT 84029**, (hereinafter “Contractor”) enter into this Agreement on the **26** day of **March, 2025** (the “Effective Date”).

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

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

- **See attachment Exhibit A - Table 1 and Table 2 for locations and cleaning services**
- **Exclusions:** Fire Station 3 is not part of this contract and will be added as an addendum to this contract when owner notifies contractor of ready for service of facility.
- Contractor’s supervisors must be qualified, proficient in English, trained, and capable of providing adequate supervision and direction of Contractor’s employees. Each supervisor must demonstrate verbal and written communication skills sufficient for the work required herein.
- Contractor and its employees are agents of Tooele City and represent the City in the performance of their work. Only Contractor’s employees or subcontractors who have been pre-approved by the City, are allowed on City premises where work is being performed. The City shall have the right to require Contractor to remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor’s employees and subcontractors shall not smoke tobacco within twenty feet of any entrance to a public building
- Work determined to be not included in these contract specifications will be paid for as Extra Work. All Extra Work shall be approved by the City in writing prior to initiating the work. Payment shall not be made for Extra Work completed prior to receipt of City approval.
- Contractor shall perform the required maintenance services at times that the facility is not open to the general public or Tooele City work crews. The typical cleaning time windows for the various facilities are as shown below, and shall be coordinated with the City.
- The on-site supervisor shall ensure that all contractor-supplied equipment is appropriate for completion of the Work and in good working order at all times. Any damaged equipment in need of repair shall be removed from the site.
- Contractor shall be responsible for any damage to the work sites, City property, private property, or any injuries caused by Contractor’s equipment or personnel. Any leaking equipment shall be repaired or removed from the site. Contractor will be required to cleanup any spills generated from Contractor-owned equipment. Contractor shall be responsible for the series of keys assigned to Contractor and shall assign these keys to its personnel for use in maintaining the facilities. Contractor shall properly use and keep safe all keys or locks issued by the City to Contractor. **Contractor shall report all lost or stolen keys or locks to the City immediately upon discovery to Darwin Cook, Parks Director (435) 830-1054.** Contractor shall reimburse the City for the total cost of replacement keys and/or locks that have been lost. Upon termination or cancellation of the Contract, Contractor shall immediately return all keys to the City. Contractor shall reimburse the City for the total cost of lost items.
- All areas that require service are identified below and in Table 2 – Facility Identification and Cleaning Summary. Additionally, the frequency of the required service is also

identified. The City reserves the right to increase or decrease the number of days, at any one facility.

- **Cleaning restrooms shall consist of:** Cleaning and disinfecting walls, ceilings, partitions, doors, faucets, sinks, toilets, urinals, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers, baby changing stations etc. Clean and polish mirrors. Empty all trash receptacles, install new liners and disinfect as needed. Restock all soap, paper towels and toilet paper. Contractor is responsible to provide all restock materials, and shall provide a submittal list of all products to the City for approval prior to use. Pick up any trash on the floor, in sinks, or otherwise discarded in the restroom. Wet mop floors.
- **Office area/common area cleaning shall include:** Vacuum all carpeted areas, including but not limited to: all open areas, hallways, under desks, under counters, wall edges, and under furniture. Vacuuming shall also be completed more than one time per week as necessary to vacuum significant visible dirt, paper, or other types of debris. Dust mop or sweep all floors one time per week; including but not limited to: all floors that have finishes other than carpet. Dust mopping or sweeping shall also be completed more than one time per week as necessary to remove significant visible dirt, dust, paper, or other types of debris. Wet mop all floors one time per week (on a different day of the week than the day selected for dust mopping) that consist of finishes other than carpet. More frequent wet mopping may be necessary and shall be completed as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup. Dust and clean all furniture, partitions, etc., as necessary. *Contractor shall not move papers or documents on desks.* Empty all trash receptacles, install with new liners and disinfect if needed. Pick up any trash on the floor.
- **Kitchen / Breakroom Cleaning:** Clean and disinfect all counters, sinks, faucets, tables, chairs. Spot clean all walls. Polish all stainless-steel surfaces. Empty all trash receptacles, install with new liners and disinfect if needed. Clean microwave inside and out with an all-purpose cleaner/disinfectant, as needed. Clean stovetop with an all-purpose cleaner/disinfectant, as needed. Dust mop or sweep all floors to remove significant visible dirt, dust, paper, or other types of debris. Wet mop all floors one time per week or as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup. Restock all soap, paper towels and toilet paper. Contractor is responsible to provide all restock materials, and shall provide a submittal list of all products to the City for approval prior to use. Dust and clean all furniture, cabinets and drawers, as necessary.
- **Work Out Facility:** Cleaning and disinfecting water fountain. Empty all trash receptacles, install new liners and disinfect as needed. Pick up any trash on the floor. Dust mop or sweep all floors to remove significant visible dirt, dust, paper, or other types of debris. Wet mop all floors one time per week or as needed to cleanup anything that may be considered a health and safety issue, spilled liquids, or any other materials that may require mopping to remove or otherwise cleanup.
- **Cob Web Removal:** Remove all cob webs from light fixtures, pictures, ceilings, walls, speakers, electronics etc. as needed.
- **HVAC Vent Cleaning:** Clean all return air vents, supply air vents, evaporative cooler vents, exhaust fans vents, stove exhaust vents / grills, micro wave exhaust vents etc. as needed. This work only applies to surface mounted grates, and does not require cleaning of the interior duct work.
- **Deep Carpet Cleaning** (Additive Alternate A1): As part of this agreement all carpeted surfaces shall be deep cleaned as needed and in accordance with the Additive Alternate rate. All carpet cleaning must be done in accordance with the flooring manufactures recommendations as well as industry standards. These services will be completed after hours and shall allow sufficient time to dry. *Spot cleaning of carpet, not treated as part of the entire building deep cleaning effort, shall be paid separately in accordance with the additive alternate hourly rate.*
- **Linoleum and Tile Deep Cleaning** (Additive Alternate A2): As part of this agreement all linoleum floors shall be striped, waxed, and polished/buffed, and all tile floors to be deep

cleaned, with the grout resealed as needed and in accordance with the Additive Alternate rate. All striping, waxing, polishing, buffing, cleaning, etc. must be done in accordance with the flooring manufactures recommendations as well as industry standards. This section applies to, but is not limited to solid floor surfaces. These services will be completed after hours and shall allow sufficient time to dry and cure.

- **Window Cleaning** (Additive Alternate A3): The interior and exterior windows shall be cleaned, as needed, using a method and materials that results in a clean and streak free window.

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 **\$129,000.00** 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 **March 31, 2029**.

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

6. Indemnification and Insurance.

- a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
- e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
- f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

- g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act (“Act”; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



**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

EXHIBIT A

CONTRACT SPECIFICATIONS

SECTION 1: GENERAL CONDITIONS

- A. All work shall conform to the General Conditions. Payment for conformance with this section is included in the accepted monthly service price.

1.1 Hours and Days of Maintenance

- A. Contractor shall perform the required maintenance services at times that the facility is not open to the general public or Tooele City work crews. The typical cleaning time windows for the various facilities are as shown below, and shall be coordinated with the City.

TABLE 1 - TYPICAL TIME CLEANING WINDOW

ITEM NO.	LOCATION	TYPICAL CLEANING WINDOW
1	City Hall	5:00 PM - 6:00 AM
2	Police Station	5:00 PM - 6:00 AM
3	Fire Station No. 3	5:00 PM - 6:00 AM
4	Library	8:00 PM - 6:00 AM
5	Water Reclamation Facility	5:00 PM - 6:00 AM
6	Public Works Campus	5:00 PM - 6:00 AM
7	Parks & Recreation Bldg.	5:00 PM - 6:00 AM
8	Dow James Building	6:00 AM - NOON
9	Community Center	6:00 AM - NOON
10	Oquirrh Hills Golf Course	9:00 PM - 6:00 AM
11	Pratt Aquatic Center	8:00 PM - 5:00 AM

Any modification to the hours and days of maintenance services is subject to approval by the City.

1.2 Periodic Project Inspections

- A. Upon City's request, Contractor shall walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. Contractor's representative must be authorized to sign documents and make changes to the work.

TABLE 2 - FACILITY IDENTIFICATION AND CLEANING SUMMARY

Location Identification	Facility	Address	Frequency of Cleaning per Week	Weekly Cleaning Required						Carpet / Hard Surface Detail Cleaning (2 x per year)
				Restroom Cleaning	Office Area / Common Area Cleaning	Kitchen / Breakroom Cleaning	Work Out Facility	Cob Web Cleaning	Vent Grill Cleaning	
A	City Hall	90 North Main	4	X	X	X	-	X	X	X
B	Police Station	58 North Garden Street	3	X	X	X	X	X	X	X
C	Fire Station No. 3	145 East 1000 North	2	X	X	-	X	X	X	X
D	Library	128 West Vine Street	5	X	X	-	-	X	X	X
E	Water Reclamation Facility	3300 North 1200 West	2	X	X	X	-	X	X	X
F	Public Works Campus	1015 South Coleman	2	X	X	X	-	X	X	X
G	Parks & Recreation Building	255 South 100 East	3	X	X	X	X	X	X	X
H	Dow James Building	438 West 400 North	2	X	X	X	-	X	X	X
I	Community Center	102 North 7 th Street	2	X	X	X	-	X	X	X
J	Oquirrh Hills Golf Course	1255 East Vine Street	7	X	X	-	-	X	X	X
K	Pratt Aquatic Center	55 North 200 West	6	X	X	X	-	X	X	X

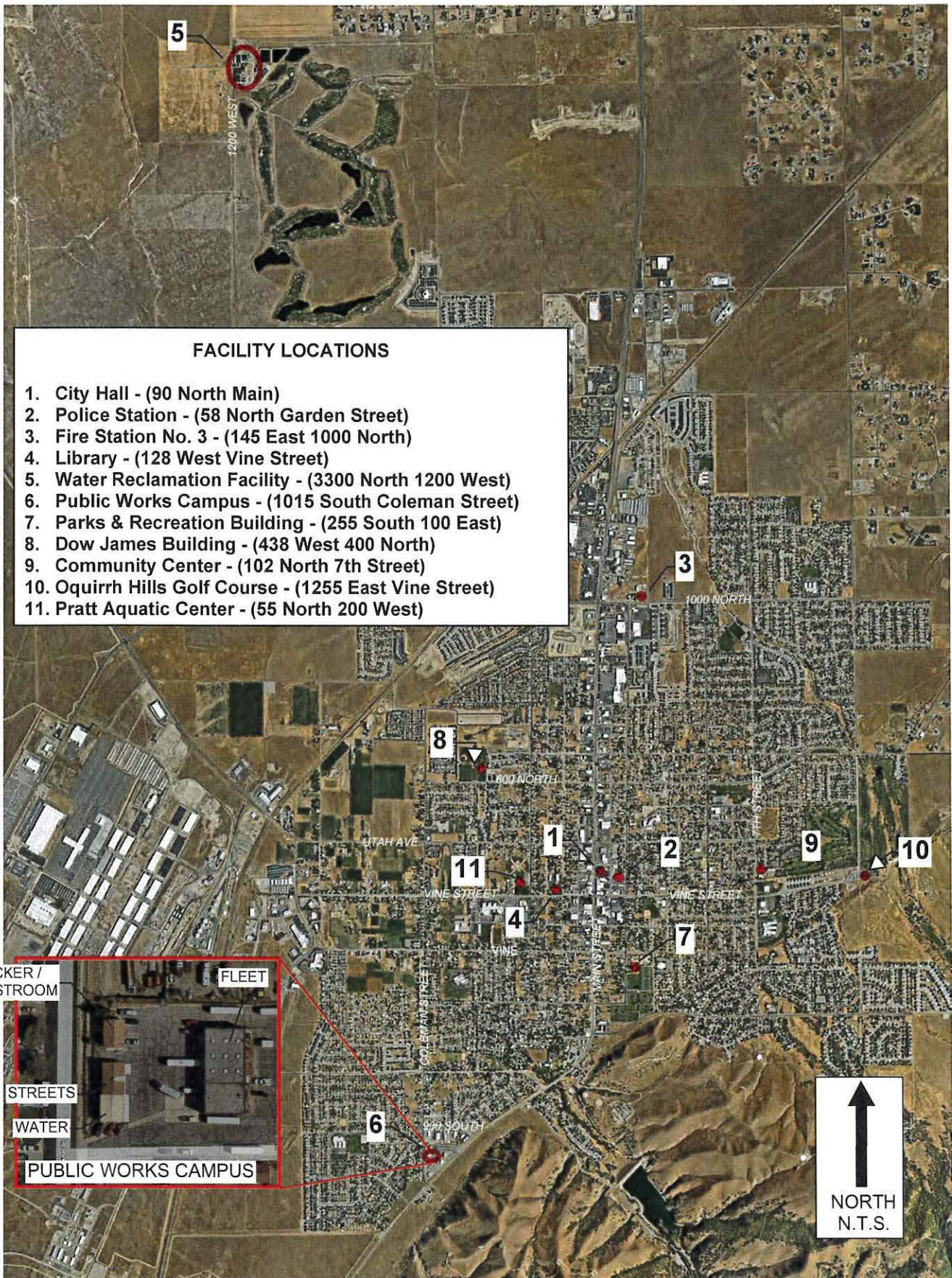


FIGURE 1 - FACILITY LOCATIONS

TOOELE CITY CORPORATION

RESOLUTION 2025-13

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B-ENGINEERS, INC., FOR A COMPREHENSIVE WATER RIGHTS STUDY.

WHEREAS, Tooele City owns, operates, and maintains its own culinary water system, including water rights, for the distribution of culinary water to its residences and businesses; and,

WHEREAS, the State of Utah imposes many regulatory requirements on water rights, including a 40-Year Plan, and in order to produce an accurate, compliant, and useful 40-Year Plan, a comprehensive water rights study is needed; and,

WHEREAS, the City Administration desires to retain J-U-B Engineers, Inc., (JUB) to perform the study, and JUB has prepared a detailed scope of work and a cost proposal of \$97,000 (see the Agreement and Scope of Work attached as Exhibit A); and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with JUB for a water rights study related to the 40-Year Plan is hereby approved, and that the Mayor is hereby authorized to execute the same.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

JUB Agreement and Scope of Work



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JUB Engineers, Inc. of 392 E. Winchester St. Ste. 300 Salt Lake City, Utah 84107, a company, (hereinafter “Contractor”) enter into this Agreement on the 6th of March, 2025 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See Attachment A – Scope of Services, Tooele Water Right Planning Study.
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 \$97,000 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 31st of July, 2025.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any breach of contract, or any negligent, reckless or intentional act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion 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 of insurance.

- 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.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 11/12/2019)



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



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tooele Water Rights 40-Year Plan Update

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: 55-25-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: TBD; or

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Water Rights Planning Study aims to assess, catalog, and plan for the sustainable management of water rights within the city's jurisdiction. Given the increasing demand for water due to population growth, commercial/industrial expansion, current water rights policy, environmental concerns, and climate trends, this study is intended to plan the long-term water security, legal compliance, and efficient utilization of existing and potential water resources.

The project will provide a comprehensive analysis of current and future water supply and demand, legal and regulatory constraints, and strategic opportunities to maximize water rights utilization. It will also identify risks associated with climate change, regulatory trends, and water demand projections while incorporating City input to align planning efforts with municipal goals and community needs.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100: Project Management

1. Subtask 110 – Administration

- a. Set up project in Vision.
- b. Conduct project planning and risk assessment.
- c. Coordinate QA/QC process.
- d. Communicate and coordinate J-U-B team activities.
- e. Monitor and report project status, budget, and schedule.
- f. Attend four (4) client meetings to report project status.
- g. Monthly invoicing.
- h. Ongoing document handling and filing.

2. Subtask 120 – Project Initiation and Coordination

- a. Kick-off meeting with city and key stakeholders.
- b. Define project goals, scope, deliverables, and schedule.
- c. Establish communication lines and reporting requirements.
- d. Identify key decision points and project milestones.

3. Subtask 130 – Progress Meetings

- a. 60% Review Meeting (virtual).

- b. 90% Review Meeting (virtual).
 - 4. **Deliverables**
 - a. Meeting minutes.
 - b. Monthly status reports.
 - 5. **Assumptions**
 - a. City to provide initial documents and information.
- B. **Task 200: Data Collection and Review**
 - 1. **Subtask 210 – Data Collection**
 - a. Compile existing water rights records (permits, certificates, adjudications).
 - b. Collect historical water usage data from municipal, industrial, and agricultural sources.
 - c. Gather climate data, hydrologic reports, and previous water planning studies.
 - d. Review zoning, land use, and growth projections to determine future needs.
 - 2. **Deliverables**
 - a. Data inventory report.
 - b. Summary of historical data.
 - c. Growth projection analysis.
 - d. Data collection efforts summarized in report appendix.
 - 3. **Assumptions**
 - a. City to provide relevant documents and information.
- C. **Task 300: Legal and Regulatory Framework Analysis**
 - 1. **Subtask 310 – Legal and Regulatory Analysis**
 - a. Assess current water rights under Utah law, UDiWaRi policy, and city codes.
 - b. Identify regulatory constraints and opportunities.
 - c. Evaluate potential changes in legislation impacting water rights.
 - d. Review and summarize appropriation and change application policy.
 - 2. **Deliverables**
 - a. Legal and regulatory framework chapter.
 - b. Summary of policy impacts.
 - 3. **Assumptions**
 - a. Regulatory agencies will provide timely information.
 - b. No major legislative changes will occur during the study period.
- D. **Task 400: Water Demand and Supply Analysis**
 - 1. **Subtask 410 – Demand Projections.**
 - a. Develop 10-, 20-, and 40-year demand projections.
 - b. Identify population growth trends and projections.
 - c. Identify industrial and commercial water use growth and projections.
 - d. Evaluate conservation and efficiency scenarios.
 - 2. **Subtask 420 – Current Water Supply**
 - a. Identify and quantify current water supply sources by system (6).
 - b. Evaluate groundwater availability.
 - 3. **Subtask 430 – Supply and Demand Comparison**
 - a. Compare supply versus demand under normal conditions.
 - b. Compare supply versus demand under dry conditions.
 - c. Compare supply versus demand under extreme drought conditions.
 - d. Summarize supply and demand comparisons.
 - 4. **Deliverables**
 - a. Water demand projections summary.

- b. Current water supply inventory.
- c. Groundwater availability assessment.
- d. Conservation strategy recommendations.
- e. Supply and demand comparison summary.
- f. Drought impact assessment.
- g. Water Demand and Supply Analysis Chapter

5. Assumptions

- a. Growth trends will be consistent with historical patterns.
- b. City to select population growth rate used for planning projections, based on available historical data and forecasts.
- c. Conservation efforts will be feasible within current regulatory limits.
- d. Water utility data is provided in text file or excel format.
- e. Historical climate data is based on Western Regional Climate Center.
- f. Projected climate data provided by NOAA's Climate Program Office, U.S. Climate Resilience Toolkit

E. Task 500: Water Rights Optimization and Future Planning Strategies

1. Subtask 510 – Water Rights Utilization Review

- a. Identify underutilized water rights within the city's portfolio.
- b. Evaluate the feasibility of water banking, leasing, or transfers.
- c. Assess potential for aquifer recharge and conjunctive use strategies.

2. Subtask 520 – Planning Strategies

- a. Develop scenarios for acquiring additional water rights for long-term acquisition strategies.
- b. Develop conceptual 40-year water service boundary based on projected population base.
- c. Develop a prioritized list of A) the top five near-term (5 years), and B) top five longer term (10+ years) water rights utilization projects.
- d. Develop concept level development strategies for top five near-term projects (A).
- e. Conduct cost-benefit analysis of developing the list A development strategies/additional water rights on a unit cost/volume basis.
- f. Develop concept-level Opinion of Probable Costs (OPCs) for list A projects.
- g. Develop water conservation and efficiency improvement recommendations.

3. Deliverables

- a. Water rights optimization report section.
- b. Feasibility assessment of alternative strategies.
- c. Water rights acquisition strategy.
- d. Cost-opinion, AACE Level V estimate.
- e. List of water rights utilization projects.
- f. Water Rights Strategies Chapter.

4. Assumptions

- a. Aquifer recharge potential aligns with geological conditions.
- b. Future acquisitions will be financially viable.
- c. Regulatory agencies will support optimization efforts.

F. Task 600: Risk Assessment and Contingency Planning

1. Subtask 610 - Risk Assessment and Contingency Planning

- a. Identify risks to water rights security (legal and regulatory challenges).
- b. Assess climate change impacts on water availability (climatic records compared to SWL records).
- c. Summarize existing emergency response plan for water shortages.
- d. Outline financial risks of future water acquisitions.
- e. Outline potential funding sources for future water acquisitions.

2. Deliverables

- a. Water risk assessment chapter.
 - b. Emergency response plan key summary.
3. **Assumptions**
- a. Updated emergency response plan available for review.
 - b. Financial risks can be mitigated through adequate funding sources.
 - c. Climate change projections are reasonably accurate.

G. Task 700: Report Preparation and Presentation

1. Subtask 710 – Report Preparation

- a. Compile chapters from previous tasks.
- b. Develop executive summary and key findings.
- c. Provide technical analysis and recommendations.
- d. Develop implementation roadmap and phased strategies.
- e. Review water rights exaction and pay-in-lieu policy with commentary.

2. Deliverables

- a. Final water rights planning report.
- b. Implementation roadmap.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1. Provide requested data, logs, reports, and files as required, in a timely manner.
 - 2. Provide timely review of draft materials, comments submitted electronically.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- a. 810 - Public and Stakeholder Engagement
 - i. Conduct workshops with city officials, water users, and the public.
 - ii. Deliverables:
 - (a) Workshop materials.
 - (b) Stakeholder engagement summary.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
- 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- B. **Period of Services**
- 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Lump Sum	\$13,000	Draft Report by July 31, 2025
200	Data Collection and Review	Lump Sum	\$7,500	
300	Legal and Regulatory Framework Analysis	Lump Sum	\$7,500	
400	Water Demand and Supply Analysis	Lump Sum	\$24,000	
500	Water Rights Optimization and Future Planning Strategies	Lump Sum	\$30,000	
600	Risk Assessment and Contingency Planning	Lump Sum	\$5,000	
700	Report Preparation and Presentation	Lump Sum	\$10,000	
Total:			\$97,000	

Exhibit(s):

For internal J-U-B use only:

PROJECT LOCATION (STATE): UT

TYPE OF WORK: City

R&D: Yes or No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Resource/Hydrology/Ground Water (W02)
2. Water Supply/Distribution (W03)

Tooele City Council and Redevelopment Agency (RDA) Work Meeting Minutes

Date: February 19, 2025

Time: 5:30 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Planning Commissioner Kelley Anderson
Planning Commissioner Chris Sloan

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:37 pm.

2. Roll Call

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

1. Mayor's Report

Mayor Winn delivered the Mayor's Report and paid tribute to Mr. Rowe Harrison, a longtime educator and community member who had recently passed away. She read a summary of his contributions to Tooele, highlighting his 52-year career in education, his leadership in the arts, his service in the fire department, and his role as an announcer for Tooele High School sports events. He was also a past Grand Marshal of the Fourth of July parade and was recognized as the Utah High School Activities Association's Super Fan of the Year in 2023. Mayor Winn expressed condolences to Mr. Harrison's family and acknowledged his lasting impact on the community.

2. Council Members' Report

Councilwoman Manzione noted that the Ritz Theater was undergoing minor renovations, including asbestos removal and ceiling repairs, and would remain closed until early March. She mentioned a larger project planned for the future that would involve replacing the theater ceiling.

Councilwoman Gochis expressed appreciation for the Mayor's tribute to Mr. Harrison and reflected on her experiences working with him through the Arts Council. She reported attending the weekly Legislative Policy Committee meetings with the Utah League of Cities and Towns, which is at the midpoint of its General Session. She also attended the RAD PAC open house, a coalition advocating for substance abuse prevention, and commended local youth involved in the program. Additionally, she participated in a meeting at the Children's Justice Center, toured the nearly completed Deseret Peak High School, and attended a Tooele County Chamber of Commerce luncheon featuring a presentation by the Governor's Office of Economic Opportunity. She highlighted Tooele City's Economic Development Director John Perez as a valuable resource for local businesses.

Councilman Hansen noted that he had been away due to work and the Hunting Expo. He attended the recent Planning Commission meeting and commended their discussions on topics that were also on the City Council's agenda. He reflected on Mr. Harrison's widespread influence in the community, emphasizing his lasting impacts on residents.

Councilman McCall shared his condolences for Mr. Harrison's family and acknowledged his contributions to the community. He reported attending a recent Arts Council meeting.

Chairman Brady reported attending the weekly staff meeting and commended the Mayor and her administration for their work. He also toured Deseret Peak High School and expressed enthusiasm for its upcoming opening. He echoed the sentiments shared about Mr. Harrison, noting that he would always be remembered as the voice of Tooele.

3. Discussion Items

a. Discussion on Proposed Amendments to Tooele City Code 7-14-9, Keeping of Farm Animals and Pets, Regarding Materials and Standards for Corrals, Pens, and Fences

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented proposed amendments to the code and explained that while farm animals are permitted in certain zones, enforcement issues arise in older properties where residents claim nonconforming use rights. The proposed changes aimed to establish clear standards for fencing materials, requiring enclosures to be constructed from approved materials, secured to the ground, and contained within the owner's property.

Council Members discussed concerns about enforcement challenges, the practicality of banning specific materials like pallets, and the importance of maintaining secure fencing without placing undue burden on property owners. Some suggested focusing on structural integrity rather than material restrictions, while others emphasized the need for clearer guidelines to support code enforcement. The Council agreed to move the amendments through the public process while remaining open to further revisions.

b. Discussion on the Provision of Water Rights for the Proposed Desert Rose Business Lofts Mixed Use Development Proposed to be Located at Approximately 105 East 1000 North

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a discussion on water rights for the proposed Desert Rose Business Lofts mixed-use development at approximately 105 East 1000 North. The development, planned for five acres, would include 35 townhome-style units with commercial space on the ground floor and residential space above.

Mr. Aagard explained that the city's water policy clearly allowed a payment-in-lieu option for commercial developments and limited residential cases but did not address mixed-use projects. He sought the Council's direction on whether water should be provided for a project where commercial and residential uses were combined. The main concerns included enforcement challenges if residential units outnumber active businesses and the precedent it could set for future developments.

Council Members debated the viability of ensuring commercial use remained active and whether granting water for such a project would create unintended long-term residential developments without economic benefit. There was consensus that, while the concept was appealing, the lack of available water and the difficulty in enforcing commercial use raised significant concerns. Some suggested a hybrid approach where water would only be granted for commercial use, but others questioned how that would be regulated.

Ultimately, the Council expressed hesitancy about setting a precedent for mixed-use developments receiving city water without clear guarantees of economic benefit. Mr. Aagard acknowledged the Council's concerns and stated he would relay their feedback to the developers for further consideration.

3. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

Motion: Councilwoman Gochis moved to close the public portion of the meeting and proceed into a closed meeting. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed.

4. Adjourn

The public meeting adjourned at 6:26 pm and reconvened in a closed meeting.

Those in attendance: Mayor Debbie Winn, Council Member Brady, Council Member Hansen, Council Member McCall, Council Member Manzione, Council Member Gochis, Michelle Pitt, Roger Baker, Police Chief Adrian Day, Darwin Cook, Paul Hansen, Jamie Grandpre, Shannon Wimmer and Andrew Aagard.

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 March, 2025

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: February 19, 2025

Time: 7:00 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Planning Commissioner Kelley Anderson
Planning Commissioner Chris Sloan

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady opened the meeting at 7:00 pm and led the Pledge of Allegiance.

2. Roll Call

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

3. Mayor's Community Recognition Awards

Mayor Winn presented the Mayor's Community Recognition award. She explained that the award honors individuals in the community who contribute significantly but often go unrecognized. This month's recipient was Andrea Rawlings, a fifth-grade teacher at Overlake Elementary and the founder of the nonprofit organization Kickin' Cancer's Can.

Mayor Winn detailed how Ms. Rawlings started the organization after her neighbor, Candace, was diagnosed with non-Hodgkin's lymphoma. Wanting to help beyond meals and household support, Ms. Rawlings and her neighbors organized a community event, including a 5K run, bake sale, raffle, and auction, to raise funds for Candace's medical expenses. The event grew into an annual fundraiser that has now assisted nearly 40 families in Tooele County, raising hundreds of thousands of dollars to support individuals battling cancer.

Mayor Winn praised Ms. Rawling's dedication to service and her ability to mobilize the community to support those in need. She emphasized Ms. Rawling's belief that using one's talents, time, and resources leads to efforts being multiplied beyond individual capacity. Ms. Rawlings was recognized as an outstanding example of generosity and leadership in Tooele.

4. Public Comment Period

At 7:09 pm, Chairman Brady opened the floor for public comment.

James Elliott, a longtime Tooele resident spoke. Mr. Elliott expressed frustration over ongoing code enforcement issues related to his neighbor's property, which he claimed had an excessive number of animals, including goats, pigs, and a horse, despite being in an R-1 residential zone where such livestock was not permitted.

He described significant damage to his property caused by the animals, including destruction of his fence, grapevines, and landscaping. He also reported unlicensed vehicles, illegal dumping, and past issues with people living in RV's on the property. Despite filing complaints for several years, Mr. Elliott stated that he had not received a resolution and had encountered resistance from law enforcement and city officials. He criticized the lack of enforcement of existing zoning regulations and expressed his intent to escalate the issue publicly if action was not taken.

Mr. Elliott concluded by emphasizing that he would not let the matter drop and urged the city to address the ongoing violations immediately.

Virginia Hooper addressed the Council regarding public nuisance violation notices she had received since Christmas. She explained that her property included a pollinator garden on the corner of her lot, which served as an educational space supported by multiple organizations, including the USDA, Utah State University, and Southern Utah University. She noted that the garden followed conservation and landscaping best practices but did not conform to certain city nuisance codes, particularly regarding vegetation height requirements. She urged the Council to consider adjustments to the code to accommodate native and water-wise landscaping practices.

Ms. Hooper also raised concerns about windblown trash on her property, explaining that despite her efforts to clean up litter not originating from her property, she was still cited for debris. Additionally, she addressed stored landscaping materials, which she had set aside for spring projects but were flagged in the violation notices. Finally, she expressed frustration over being cited for junk or abandoned vehicles, clarifying that all four vehicles at her home were registered, maintained, and parked in the driveway, including one belonging to her son, who recently left on a church mission.

Following Ms. Hooper's comments, Chairman Brady reminded attendees that Council Members would remain after the meeting for further discussion if needed.

With no additional public comments, Chairman Brady closed the floor at 7:26 pm.

5. **Resolution 2025-07 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for The Hollywood Plaza Development Project**

Presented by John Perez, Economic Development Director

Mr. Perez presented the resolution and explained that the project was planned for the northwest corner of Utah Avenue and SR-36 and included a 5,100-square-foot retail development.

Mr. Perez explained that the developer, IRVA Development, requested 1.5 acre-feet of water for the project, which was expected to create 32 full-time jobs with wages ranging from \$19 to \$44 per hour. The development's anticipated annual retail sales were approximately \$3.3 million, with an estimated capital investment of \$2.37 million. Businesses expected to occupy the space included Fiiz Drinks, Oakley Roasting Company, and potentially Xfinity. Based on projected sales tax revenue, the city could receive approximately \$75,000 annually.

Chairman Brady expressed support for the project, particularly appreciating its location on the south end of town, an area he felt needed more business development.

Motion: Councilwoman Manzione moved to approve Resolution 2025-07, a Resolution of the Tooele City Council authorizing payment of a fee in lieu of water rights conveyance for the Hollywood Plaza Development Project. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

6. **Resolution 2025-08 A Resolution of the Tooele City Council Amending the Copper Canyon Development Agreement Regarding Lot Sizes for Certain Lots**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the resolution and explained that the amendment followed a previously approved change to the Planned Unit Development (PUD) that reduced certain lot sizes to accommodate a 12-foot sewer easement at the rear of the affected properties.

Mr. Aagard explained that the resolution would ensure that the easement was officially dedicated to the city rather than remaining under private ownership, allowing for consistent access and maintenance of city utilities. The amendment specified that certain lots may be reduced to 5,000 square feet and clarified the process for conveying the easement through deed or plat recordation.

Chairman Brady raised concerns about clearly marking the easement area to prevent future encroachment by homeowners. Mr. Aagard noted that the Development Agreement and PUD did not currently require fencing but that the city intended to use clear demarcation methods, potentially including gravel or other materials, to distinguish the easement from private property. Councilwoman Manzione sought further clarification on the materials that would be used, and staff indicated that a clear plan would be developed as the final plat process moved forward.

Motion: Councilman Hansen moved to approve Resolution 2025-08, a Resolution of the Tooele City Council Amending the Copper Canyon Development Agreement regarding lot sizes for certain lots. Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

7. **Resolution 2025-09 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Pratt Aquatic Center Summer Passes**

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented the resolution, which proposed an amendment to the Tooele City Fee Schedule to introduce summer passes for the Pratt Aquatic Center.

Mr. Cook explained that the idea for the resolution stemmed from requests by patrons who wanted a more convenient way for their children to access the pool during summer. Since an annual pass was often not practical for families with children involved in school-year activities, and the largest existing punch pass was limited to 10 visits, the proposed 12-week summer pass aimed to provide a more flexible option.

The summer pass would be valid from Memorial Day until the pool's annual August closure for maintenance, which typically aligned with the start of the school year and the beginning of the swim season. Pricing structures were set for residents and non-residents, with categories for families, single parents, military families, seniors, and individuals.

Chairman Brady asked if the August closure date remained consistent each year, to which Mr. Cook confirmed that it was planned to balance school start dates and swim team schedules. Councilwoman Gochis asked whether class fees or daily entry rates were being raised, and Mr. Cook clarified that they were not. He noted that the summer pass offered a small financial benefit compared to daily entry fees, while also reducing the burden on parents needing to provide frequent funds for their children to visit the pool.

Motion: Councilwoman Gochis moved to approve Resolution 2025-09, a Resolution of the Tooele City Council amending the Tooele City Fee Schedule for Pratt Aquatic Center Summer Passes. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

8. Resolution 2025-10 A Resolution of the Tooele City Council Approving Amendment #3 to the Agreement with Brightview Landscape Services, Inc., for Landscaping Maintenance at the Tooele City Cemetery

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented the resolution and noted a correction to the agenda item, clarifying that this was Amendment #2 to the contract, not Amendment #3.

Mr. Cook provided background on the contract, explaining that Brightview had been awarded the city's turf maintenance contract last year and had since proven to be a reliable contractor. The company currently maintained most city parks and, through a previous amendment, was also responsible for the Tooele Valley Museum grounds. This new amendment proposed adding cemetery maintenance, which would include mowing, trimming, and upkeep.

Initially, the amendment covered the period from April to June 30, with an additional cost of \$34,752.60. However, Mr. Cook sought the Council's input on whether to extend the amendment through the full contract term, which would last until November 1, 2025 at a total cost of \$90,797.27. He noted that Brightview's efficiency would significantly improve the cemetery maintenance, reducing mowing time from the city's current nine-day cycle to a consistent weekly schedule.

Council Members discussed whether to approve the contract in two stages or as a single extension through November. Mr. Cook expressed confidence in Brightview's performance and stated that delaying a vote was an option if the Council preferred to finalize the resolution with a clean version reflecting the full-term extension.

After discussion, Council Members indicated they were comfortable voting on the resolution during the meeting, with the necessary adjustments to the contract dates and total cost.

Motion: Councilwoman Manzione moved to approve Resolution 2025-10, approving Amendment #2, the agreement with Brightview Landscape Services for landscaping maintenance at the Tooele City Cemetery, with the contract date to end October 31, 2025 and the amount of the amendment to \$90,797.27. Councilwoman Gochis seconded the motion. The

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

9. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

There were none.

10. Minutes

~February 5, 2025 Budget Business Meeting

~February 5, 2025 City Council Business Meeting

There were no corrections to the minutes.

Motion: Councilwoman Manzione moved to approve the February 5, 2025 Budget Business Meeting Minutes and the February 5, 2025 City Council Business Meeting Minutes as presented. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

11. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:49 pm.

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 March, 2025

Justin Brady, City Council Chair