

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council and the Tooele City Water Special Service District will meet in a Business Meeting on Wednesday, April 2, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecity.gov](http://www.tooelecity.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@tooelecity.gov.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email [cmpubliccomment@tooelecity.gov](mailto:cmpubliccomment@tooelecity.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**
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2025-07** An Ordinance of Tooele City Enacting Tooele City Code Section 7-19-6.2 and Amending Section 7-1-5 Regarding Non-Standard Subdivisions  
*Presented by Andrew Aagard, Community Development Director*
6. **Public Hearing and Motion on Ordinance 2025-09** An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 7-6i Regarding Townhouse Setbacks in the Western Acres PUD  
*Presented by Andrew Aagard, Community Development Director*
7. **Ordinance 2025-06** An Ordinance of Tooele City Amending Tooele City Code Section 8-4-4 Regarding Nuisance Abatement  
*Presented by Andrew Aagard, Community Development Director*
8. **Resolution 2025-20** A Resolution of the Tooele City Council Approving an Agreement with McCormick & Sons Excavating and Utilities LLC for the 200 West Road Widening Project  
*Presented by Jamie Grandpre, Public Works Director*
9. **Resolution 2025-23** A Resolution of the Tooele City Council Approving an Agreement with Play Space Designs for Play Equipment Installation and Pool Plaster Maintenance Services at the Pratt Aquatic Center  
*Presented by Darwin Cook, Parks & Recreation Director*
10. **Resolution 2025-21** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property  
*Presented by Michelle Pitt, City Recorder*

11. **Resolution 2025-22** A Resolution of the Tooele City Council Authorizing an Agreement with Tooele County for Municipal Elections

*Presented by Michelle Pitt, City Recorder*

12. **Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

13. **Tooele City Water Special Service District** to Consider a Request to Approve Assignment of GeoFortis Utah Minerals Water Rights Lease to Ash Grove Cement Company

*Presented by Roger Baker, City Attorney*

14. **Minutes**

~March 19, 2025 Work Meeting

~March 19, 2025 Business Meeting

~February 17, 2021 Water Special Service District Meeting

15. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

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

**TOOELE CITY CORPORATION**

**ORDINANCE 2025-07**

**AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE SECTION 7-19-6.2 AND AMENDING SECTION 7-1-5 REGARDING NON-STANDARD SUBDIVISIONS.**

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

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

WHEREAS, UCA Chapter 10-9a is called the Municipal Land Use Development and Management Act and governs many aspects of land use and development, including authorizing municipalities to enact their own subdivision ordinances; and,

WHEREAS, UCA Section 10-9a-103 defines "subdivision," and specifically excludes certain divisions of land from the definition of "subdivision," as highlighted below:

(68) (a) "Subdivision" means any land that is divided, resubdivided, or proposed to be divided into two or more lots or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

(b) "Subdivision" includes:

(i) the division or development of land, whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument, regardless of whether the division includes all or a portion of a parcel or lot; and

(ii) except as provided in Subsection (68)(c), divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

(c) "Subdivision" does not include:

(i) a bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use ordinance;

(ii) a boundary line agreement recorded with the county recorder's office between owners of adjoining parcels adjusting the mutual boundary in accordance with Section 10-9a-524 if no new parcel is created;

(iii) a recorded document, executed by the owner of record:

(A) revising the legal descriptions of multiple parcels into one legal description encompassing all such parcels; or

(B) joining a lot to a parcel;

(iv) a boundary line agreement between owners of adjoining subdivided properties adjusting the mutual lot line boundary in accordance with Sections 10-9a-524 and 10-9a-608 if:

(A) no new dwelling lot or housing unit will result from the adjustment; and

(B) the adjustment will not violate any applicable land use ordinance;

(v) a bona fide division of land by deed or other instrument if the deed or other instrument states in writing that the division:

(A) is in anticipation of future land use approvals on the parcel or parcels;

(B) does not confer any land use approvals; and

(C) has not been approved by the land use authority;

(vi) a parcel boundary adjustment;

(vii) a lot line adjustment;

(viii) a road, street, or highway dedication plat;

(ix) a deed or easement for a road, street, or highway purpose; or

(x) any other division of land authorized by law.

WHEREAS, TCC Chapter 7-19 is Tooele City's subdivision ordinance; and,

WHEREAS, TCC Section 7-1-5 contains Tooele City's definition of "subdivision," as follows, which does not contain the above-highlighted exclusion:

Subdivision – Any land, vacant or improved, which is divided or proposed to be divided or resubdivided into two or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes resubdivision and condominium creation or conversion.

WHEREAS, Tooele City has received a request to incorporate the above-highlighted exclusion from the State definition of "subdivision" into the Tooele City Code

for ease of administration and enforcement, and for increased predictability for the public, for land use and development professionals, and for City staff; and,

WHEREAS, the City Administration recommends amending the definition of “subdivision” in TCC Section 7-1-5 to allow for non-standard divisions of land, and to enact a new section allowing and regulating non-standard divisions of land, as follows:

Subdivision - Any land, vacant or improved, which is divided or proposed to be divided or resubdivided into two or more lots, parcels, sites, units, plots, condominiums, tracts or other division for the purpose of offer, sale, lease or development whether immediate or future, either on the installment plan or upon any and all other plans, terms, and conditions. Subdivision includes the division or development of land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. Subdivision includes resubdivision and condominium creation or conversion. Subdivision does not include a non-standard division of land under Section 7-19-6.2.

**7-19-6.2. Non-standard Divisions of Land.**

(1) A non-standard division of land is not a subdivision under this Title.

(2) A non-standard division is a bona fide division of land by deed or other instrument where the division of land:

(a) is unassociated with a land use application on the divided parcels;

(b) does not confer any land use approvals; and,

(c) has not been approved by the land use authority.

(3) Before a parcel of land involved in a non-standard division can receive a land use approval, the owner must comply with all the requirements of this Code for land use approvals, including, but not limited to, all land use regulations, subdivision, public improvements bonding and construction, conveyance of water rights, payment of impact fees, etc.

WHEREAS, the Planning Commission convened a public hearing, as required by U.C.A. §10-9a-205 for land use ordinances and by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on March 26, 2025, and voted to recommend approval of this ordinance to the City Council; and,

WHEREAS, the City Council convened a public hearing, as required by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on April 2, 2025:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the definition of “subdivision” in Tooele City Code Section 7-1-5 is hereby amended to exclude “non-standard divisions of land,” and that a new Section 7-19-6.2 regarding non-standard divisions of land is hereby enacted, both as shown immediately above.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## TOOELE CITY CORPORATION

### ORDINANCE 2025-09

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE CHAPTER 7-6i REGARDING TOWNHOUSE SETBACKS IN THE WESTERN ACRES PUD.**

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, on December 16, 2020, the City Council approved Ordinance 2020-50 and created the Western Acres PUD; and,

WHEREAS, the City has received an application from DR Horton to amend the townhouse rear- and side-yard setbacks in the MR16 portions of the Western Acres PUD, as explained and illustrated in the Staff Report attached as Exhibit A; and,



WHEREAS, on March 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 Tooele City Code Chapter 7-6i regarding the Western Acres PUD zoning regulations is hereby amended consistent with Exhibit A, namely:

- Rear-yard setback: for townhouses, 8 feet from property line, but 10 to 20 feet from property lines adjoining public or private rights-of-way.
- Side-yard setback: for townhouses, 1 foot from property line, but 10 to 20 feet from property lines adjoining public or private rights-of-way.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

Application for PUD Amendment  
City Staff Report

**STAFF REPORT**

March 26, 2025

**To:** Tooele City Planning Commission  
Business Date: March 26, 2025

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, City Planner / Zoning Administrator

**Re: Western Acres PUD – Zoning Map Amendment Request**

Application No.: 2025028  
Applicant: David Lewis IV, representing DR Horton  
Project Location: Approximately 2000 N Copper Canyon Drive  
Zoning: MR-16 PUD Multi-Family Residential Zone  
Acreage: 86 Acres (affecting only 4.5 Acres) (Approximately 196,020 ft<sup>2</sup>)  
Request: Request for approval of a Zoning Map Amendment in the MR-16 PUD Multi-Family Residential zone to amend the conditions of the original PUD standards regarding rear yard and side yard setback of town homes adjacent to property lines.

**BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately 86 acres located at approximately 2000 N Copper Canyon Drive. The property is currently zoned MR-16 PUD Multi-Family Residential. The applicant is requesting that a Zoning Map Amendment be approved to amend the conditions of the original PUD standards regarding rear yard and side yard setback of town homes when adjacent to property lines.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the High Density Residential land use designation for the subject property. The property has been assigned the MR-16 PUD Multi-Family Residential zoning classification, supporting approximately sixteen dwelling units per acre. The purpose of the MR-16 PUD. The MR-16 PUD Multi-Family Residential zoning designation is identified by the General Plan as a preferred zoning classification for the High Density Residential land use designation. Properties to the east of the subject property are zoned MR-16 (north) and R1-8 (south) and are general developed as single-family residential with some multi-family residential. Properties to the west are zoned GC (north) and LI (south). Properties to the south are zoned R1-8 and RR5 and properties to the north are zoned LI or are located within unincorporated Tooele County. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Process.* This proposed PUD amendment is processed as a Zoning Map amendment because the PUD is an overlay to the MR-16 zoning district. When an overlay is attached to the underlying zone the zoning then becomes MR-16 PUD zone and the standards of the PUD then become part of the zoning. Therefore a change to the PUD standards is an amendment to the zoning of the Western Acres development.

It should be noted that the Zoning Map amendment application will be applicable to the entire 86 acre development, however, only about 4.5 acres of the development will be affected by the proposed changes

to the PUD standards. The attached maps help illustrate the parts of the development that would be impacted by this proposed change.

Western Acres PUD Brief/History. In December of 2020 the Tooele City Council adopted the Western Acres PUD which provided variations to the design standards as contained in the MR-16 zoning district as well as the Multi-Family Residential Design Guidelines as found in Tooele City Code 7-11a. The PUD was also amended in January of 2023 to provide some flexibility in regards to exterior architectural standards and covered parking.

At the time the PUD was originally approved documents demonstrating the proposed overall layout were provided to demonstrate to the City Council how the PUD was going to be designed and how it would fit into the property, where various housing types would be located and how roads would connect. DR Horton has been diligent in following this original plan as it was presented in the beginning. It was emphasized at the time that the proposed PUD layout had not been officially reviewed by staff and it was anticipated that during the official reviews of the subdivision plats and site plans that the design may need to be slightly altered. This is one of those times.

Current PUD Standards. The following are the current PUD Standards:

- Land with the R1-7 underlying zoning district:
- Lot size is 3,500 square-foot minimum.
  - Dwelling size is 800 square-foot minimum.
  - Lot width is 42 feet minimum.
  - Front setback is 20 feet minimum.
  - Side setback is 5 feet minimum.

- Land with the MR-16 underlying zoning district:
- Dwelling size is 800 square feet, 2-story, with double garage.
  - Setback between buildings is 12 feet minimum.
  - Exterior materials: eliminate the 50% brick or stone requirement in favor of stucco, fiber cement siding, wood, masonry block, and stone.
  - Clubhouse: substitute 1,000 square-foot interior social area requirement with additional site amenities.

Notice that there is no language regarding the rear yard setback of buildings adjacent to a property line for land within the MR-16 PUD zoning district. Only separation between buildings is mentioned. When the PUD is silent regarding a design standard the default standard is then what is required by the underlying zoning district, which, in this case, are the setback standards as contained in TCC 7-11a; Multi-Family Residential Design Guidelines. MR-16 zoning district. The rear yard setback for a town house adjacent to a property line is 20 feet and the side yard is 6 feet. When adjacent to a public or private road TCC 7-11a permits a setback range of 10-20 feet to encourage architectural variation along any given road frontage.

Proposed Change to PUD Standards. On the overall PUD there is a large drainage corridor that extends from the south east corner of the development to the north west corner of the development. This is the Middle Canyon Drainage. DR Horton, at great cost, has improved this drainage to include a trail that extends the entire length of the drainage as it extends through the development. Many of the proposed townhomes back onto this drainage.

Currently the drainage is defined by an easement line and the proposed townhomes are separated from that easement line by approximately 8 to 10 feet. As this is not a property line but is instead an easement line, this setback is not a problem. Setbacks are only measured from property lines to building foundations, not from easement lines. Herein lies the problem. DR Horton is intent upon doing one of

two things with this Middle Canyon drainage area. 1, turn this drainage area into its own parcel, or 2, dedicate this drainage to Tooele City for perpetual ownership and maintenance. Either way, the easement lines delineating the drainage area will eventually become property lines. Once these easement lines become property lines all of the town homes with less than a 20 foot rear yard setback will become legally non-conforming uses. The proposed change of rear yard and side yard setbacks are anticipation of this and are attempting to correct and eliminate future conflicts with building setbacks.

The applicant is therefore proposing to add the following to the Western Acre PUD standards:

Land with the MR-16 underlying zoning district:

- Dwelling size is 800 square feet, 2-story, with double garage.
- Setback between buildings is 12 feet minimum.
- **Rear-yard setback: for townhouses, 8 feet from property line, but 10 to 20 feet from property lines adjoining public or private rights of way.**
- **Side-yard setback: for townhouses, 1 foot from property line, but 10 to 20 feet from property lines adjoining public or private rights of way.**
- Exterior materials: eliminate the 50% brick or stone requirement in favor of stucco, fiber cement siding, wood, masonry block, and stone.
- Clubhouse: substitute 1,000 square-foot interior social area requirement with additional site amenities.

**Subdivision Layout.** The proposed PUD amendment does not alter or change the original design layout of the Western Acres PUD. The proposed amendments do not increase or reduce the number of units from the original PUD proposal. The proposed PUD amendment does not alter or change the types of units as demonstrated by the original PUD proposal. Nothing within the proposed development changes other than codifying the rear yard and side yard setbacks when a town house unit is adjacent to property line.

**Landscaping.** Landscaping will not be changed by the proposed PUD amendment.

**Parking.** Parking location and requirements will not be changed by the proposed PUD amendment.

**Architecture.** Building architectural standards will not be changed or altered by the PUD amendment.

**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 comments:

1. The proposed PUD Amendment is necessary to avoid conflicts with property lines as conditions of ownership within the PUD change, especially concerning that of the Middle Canyon Drainage.
2. The proposed PUD Amendment does not alter the layout, design, configuration, unit count, unit location, unit type, road connections, landscaping, parking requirements or anything else related to the design of the Western Acres Development.

*Engineering & Public Works Review.* The Tooele City Engineering and Public Works Divisions have not issued any comments regarding the proposed PUD amendment.

*Tooele City Fire Department Review.* The Tooele City Fire Department has not issued any comments regarding the proposed PUD amendment.

*Noticing.* The applicant has expressed their desire to amend the standards of the PUD overlay for the subject property and do so in a manner which is compliant with the City Code. As such, notice has been property issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

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

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

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

10. Whether or not public services in the area are adequate to support the subject development.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Western Acres PUD Zoning Map Amendment Request by David Lewis IV, representing DR Horton to amend the standards of the Western Acres PUD regarding town home setbacks, application number 2025028, based on the findings listed in the Staff Report dated March 20, 2025:”

1. List any additional findings and conditions...

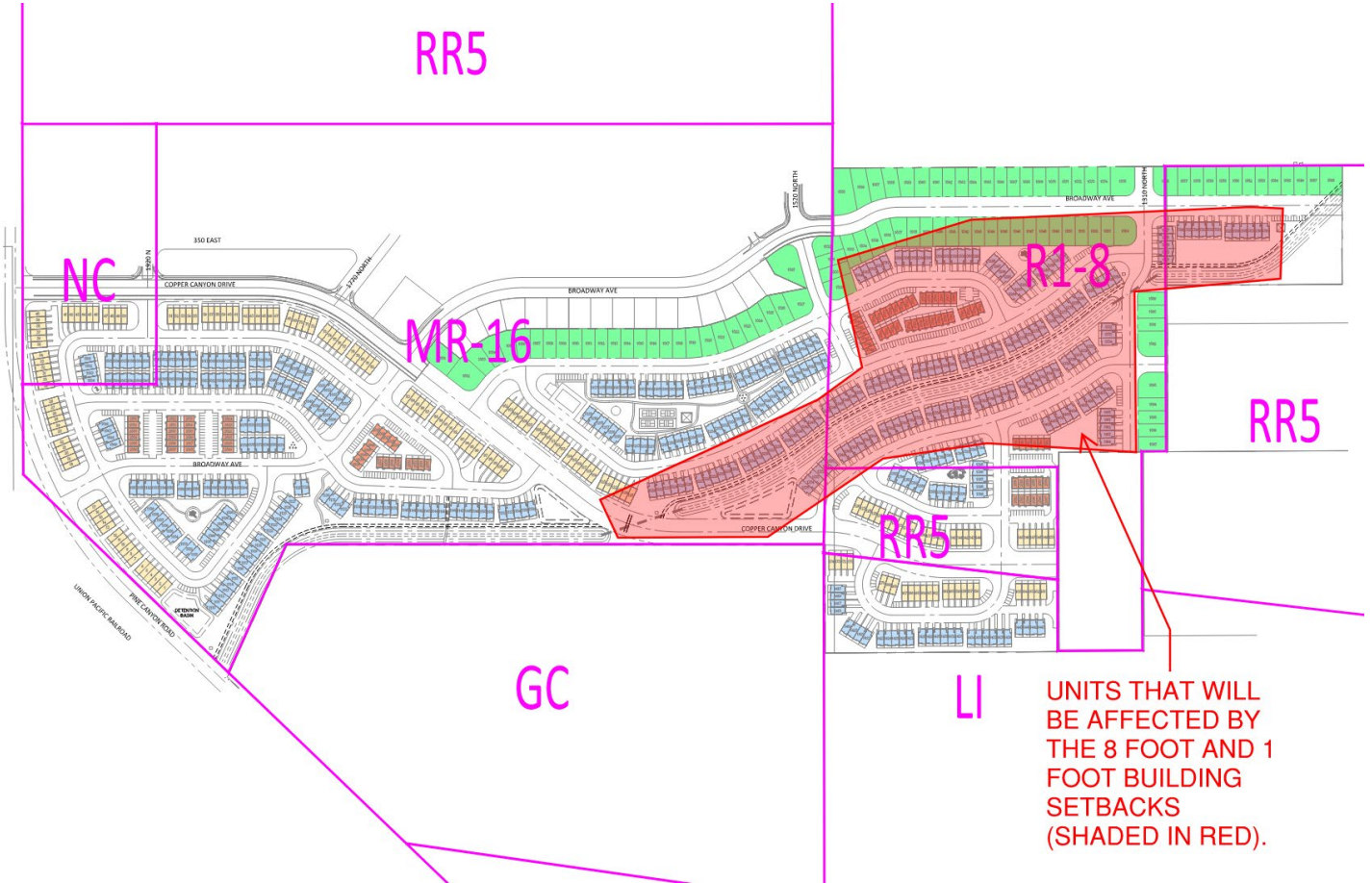
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Western Acres PUD Zoning Map Amendment Request by David Lewis IV, representing DR Horton to amend the standards of the Western Acres PUD regarding town home setbacks, application number 2025028, based on the following findings:”

1. List findings...

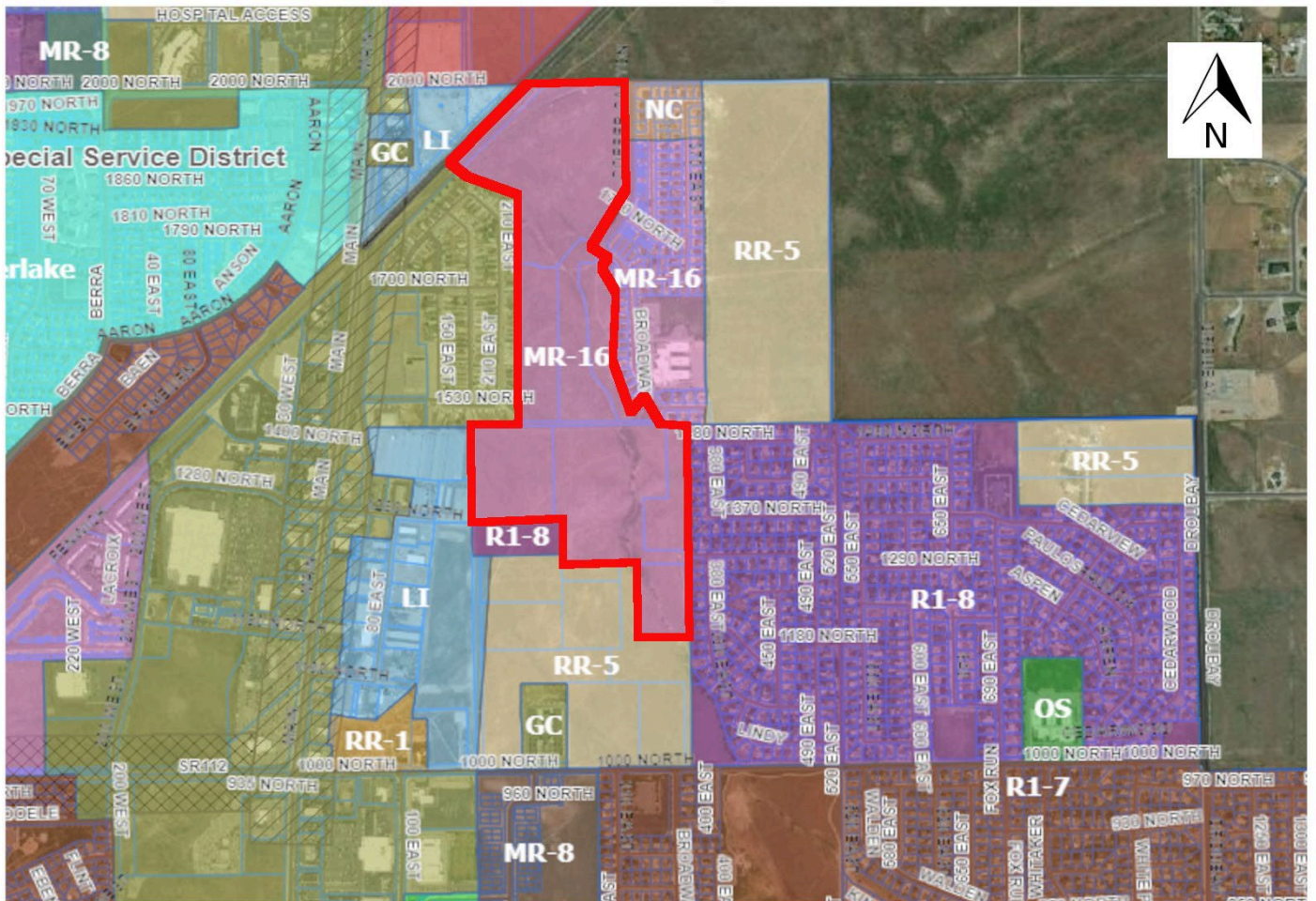


**EXHIBIT A**

**MAPPING PERTINENT TO THE WESTERN ACRES PUD ZONING MAP AMENDMENT**

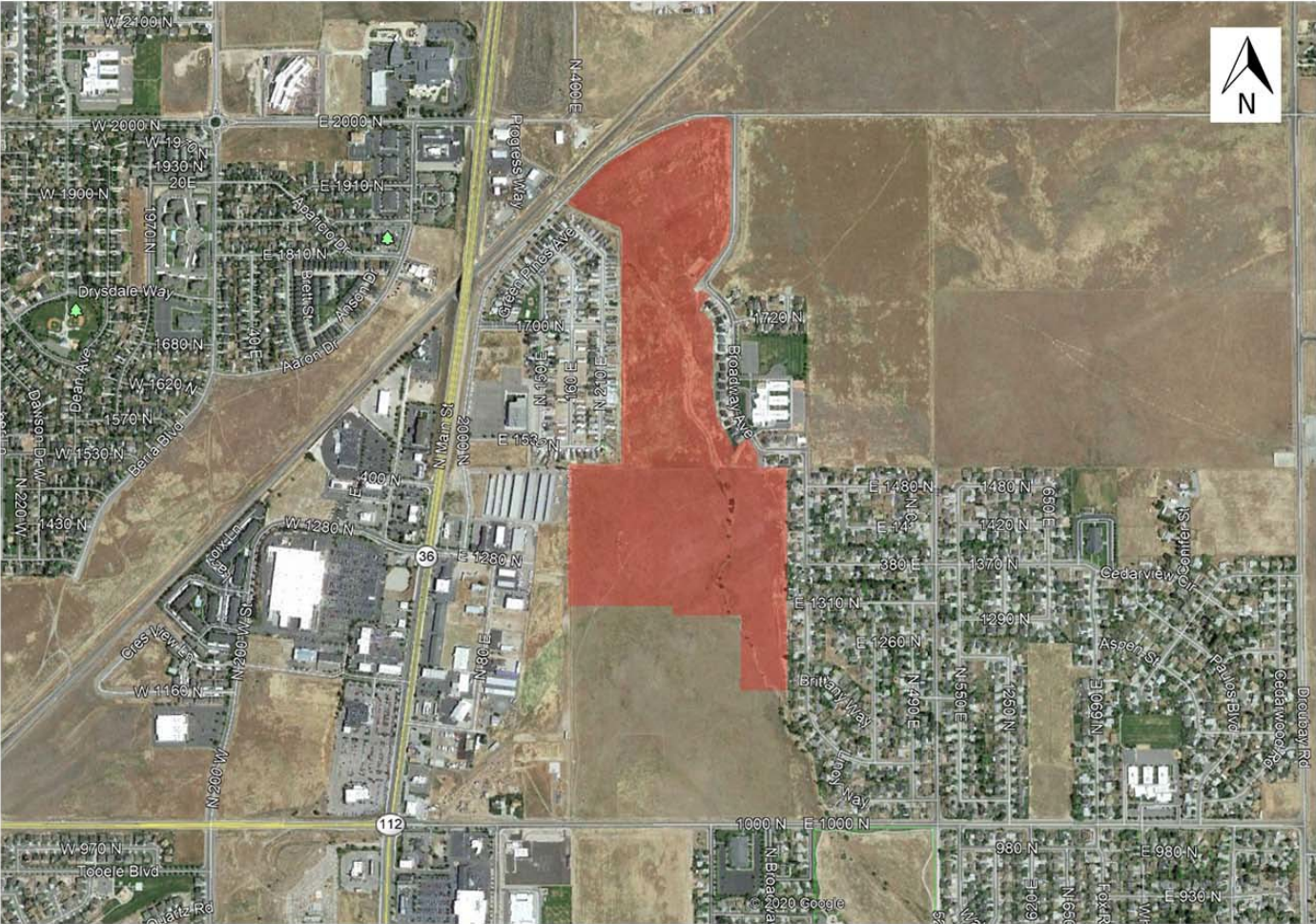


# Western Acres Plan Unit Development

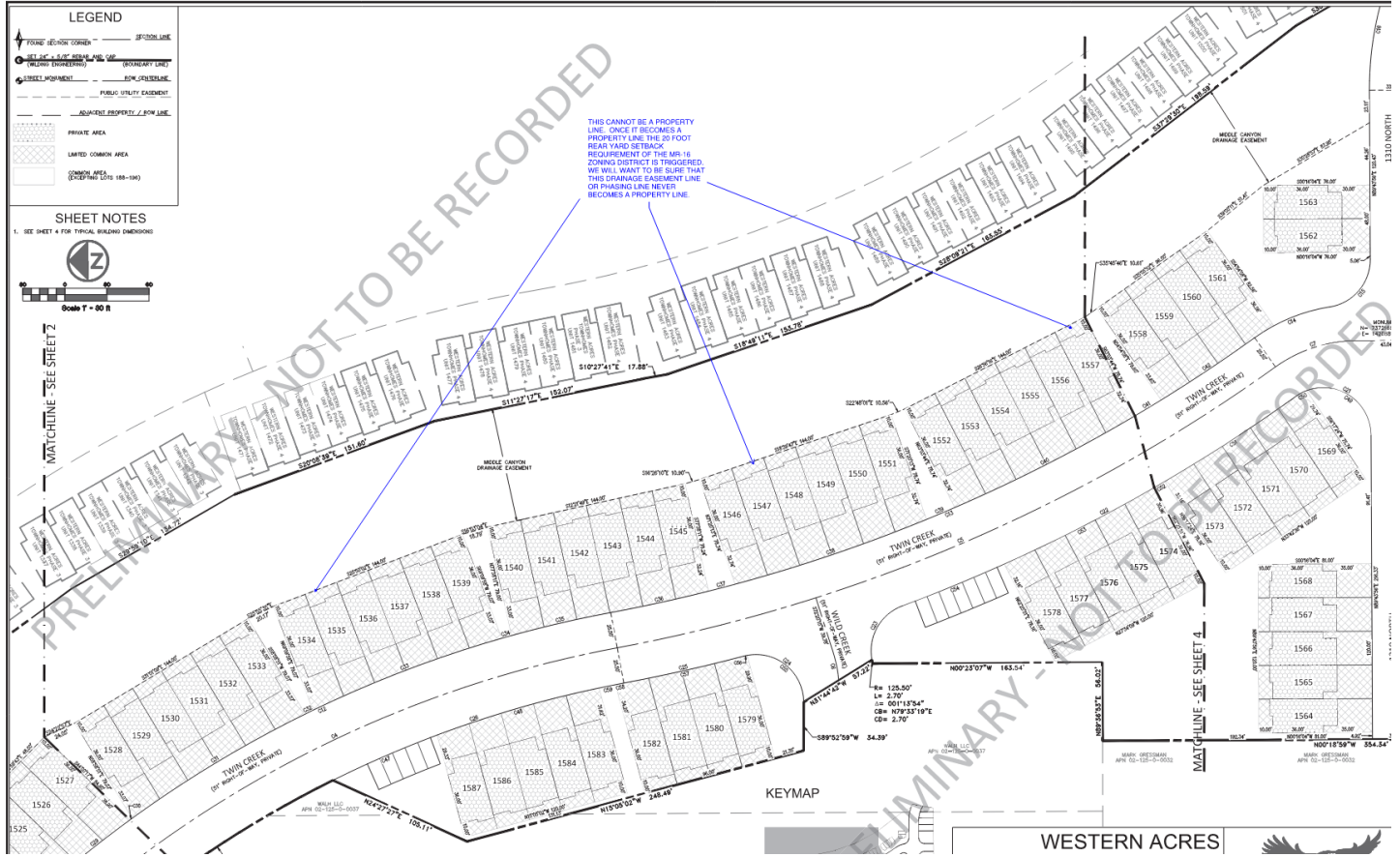


**Current Zoning**

**Western Acres Planned Unit Development**



**Aerial View**



**LEGEND**

- FENCE (E-NEE CORNER) — BOUNDARY LINE
- SET OF 4" X 4" BEAMS AND GAP (BEHIND ENGINEER) — BOUNDARY LINE
- STREET ALIGNMENT — E-NEE CORNER
- PUBLIC UTILITY EASEMENT
- ADJACENT PROPERTY / ROW LINE
- Private Area
- Limited Common Area
- Common Area (Except for Lots 188-190)

**SHEET NOTES**

1. SEE SHEET 4 FOR TYPICAL BUILDING DIMENSIONS



MATCHLINE - SEE SHEET 2

THIS CANNOT BE A PROPERTY LINE. ONCE IT BECOMES A PROPERTY LINE THE 20 FOOT REAR YARD SETBACK REQUIREMENT OF THE MR 16 ZONING DISTRICT IS TRIGGERED. WE WILL WANT TO BE SURE THAT THIS DRAINAGE EASEMENT LINE OR PHASING LINE NEVER BECOMES A PROPERTY LINE.

**KEYMAP**

**WESTERN ACRES**



**EXHIBIT B**

**APPLICANT SUBMITTED INFORMATION**

## Exhibit B

### Planning Commission Minutes

**TOOELE CITY CORPORATION**

**ORDINANCE 2025-06**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 8-4-4 REGARDING NUISANCE ABATEMENT.**

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

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

WHEREAS, UCA Section 10-8-60 enables Tooele City to define and abate nuisances; and,

WHEREAS, the abatement of nuisances in Tooele City is governed by TCC Chapter 8-4; and,

WHEREAS, the City Administration recommends amendments to TCC Section 8-4-4 regarding the abatement of weeds and other nuisances, as shown in Exhibit A, in order to make the nuisance abatement process more predictable for City staff and the public, and more effective in implementing City public nuisance policies, as well as for administrative ease of enforcement:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Section 8-4-4 is hereby amended as shown in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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



## Exhibit A

Amendments to TCC Section 8-4-4 (Redline)

#### 8-4-4. Nuisances and other unlawful conditions.

(1) It shall be unlawful for any person or association owning, occupying, or otherwise exercising control over real property in Tooele City to allow, permit, cause, or maintain a nuisance, including any of the following:

(a) weeds and/or grass; ~~in excess of 6 inches in height located:~~

- (i) ~~(i) in the public right-of-way between the property line and the edge of street pavement of excessive height to create visual obstructions for vehicles and/or pedestrians at driveways and intersections;~~
- (ii) ~~on any land less than 5-1 acres in size where weeds may create fire hazard and/or nesting conditions for vermin and other feral animal;~~ or,
- (iii) ~~within 30 feet of the property line of any land of 15 or more acres in size weeds shall be cut and maintained less than 6 inches in height;~~
- (iv) ~~Weeds in excess of 6 inches in height in all commercial and industrial zoning districts.~~

(b) the accumulation of garbage, refuse, or unsightly or deleterious objects or structures upon real property, unless contained in connection with an association lawfully situated and licensed for the same;

(c) junked, wrecked, inoperable, or abandoned motor vehicles upon real property, except that up to 2 such vehicles or parts thereof may be stored within an enclosed building or completely screened by a sight-obscuring fence;

(d) any other unsightly or deleterious condition that gives rise to a threat to human health or safety; and,

(e) the failure, by any person owning, occupying, or exercising control over any real property within the City, to remove graffiti from the property.

(2) Automobile impound yards and wrecking yards, which are lawfully established, licensed, and operated within the City, are not a nuisance under this Chapter if the yards are completely screened by a sight-obscuring fence and are compliant with all Tooele City conditional use permit, site plan, building permit, and other City requirements.

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## TOOELE CITY CORPORATION

### RESOLUTION 2025-20

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MCCORMICK & SONS EXCAVATING AND UTILITIES LLC FOR THE 200 WEST ROAD WIDENING PROJECT.**

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, as part of the City roadway maintenance and improvement efforts, the Public Works Department has budgeted for the 200 West Road Widening Project, described in summary as follows: the widening of 200 West between 500 North and 600 North Streets; approximately 700 linear feet in length; includes: clearing, grubbing; tree stump removal; the furnish and installation of approximately 660 linear feet of 24" diameter HP Storm Drain pipe together with inlet boxes and manholes, 420 cubic yards of import fill, 660 linear feet of curb & gutter, 7,400 square feet of new asphalt and base, and related appurtenances; and,

WHEREAS, the City solicited public bids for the 200 West Road Widening Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, McCormick & Sons Excavating and Utilities LLC submitted a cost proposal of \$251,265.37, which is the lowest responsible responsive bid for Project (see bid results attached as Exhibit A—note that the lowest bid was rejected as unresponsive); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$12,500 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with McCormick & Sons Excavating and Utilities LLC is hereby approved, in the amount of \$251,265.37, for completion of the Project; and,

2. an additional \$12,500 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

# EXHIBIT A

## Bid Results

**BID TABULATION**  
**200 West Roadway Widening Project**  
**Bid Opening March 13, 2025**

Item No.	Description	Bid Quantity	Unit	H&H Excavation		McCormich & Sons		Tuff Excavation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>GENERAL</b>									
1	Mobilization and SWPP Plan	1	LS	\$8,000.00	\$8,000.00	\$5,941.00	\$5,941.00		\$20,850.00
2	Construction Layout	1	LS	\$3,500.00	\$3,500.00	\$8,967.00	\$8,967.00		\$4,800.00
<b>DEMOLITION</b>									
3	Remove & Dispose Existing RV Dump Asphalt & Concrete Strips	1	LS	\$2,500.00	\$2,500.00	\$3,640.00	\$3,640.00		\$8,039.00
4	Sawcut, Demolish & Dispose Existing Roadway Asphalt & Subbase	3400	SF	\$2.90	\$9,860.00	\$3.69	\$12,546.00		\$8,102.00
5	Demolition and Disposal of Existing Curb & Gutter and Subbase	20	LF	\$40.00	\$800.00	\$18.75	\$375.00		\$275.00
6	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	SF	\$8.33	\$500.00	\$6.25	\$375.00		\$745.00
7	Demolition and Disposal of Existing Culverts	1	LS	\$1,200.00	\$1,200.00	\$865.00	\$865.00		\$775.00
8	Sawcut, Demolition and Disposal of the Inlet on Existing Storm Drain Box	1	LS	\$2,400.00	\$2,400.00	\$775.00	\$775.00		\$1,300.00
9	Demolition and Disposal of Tree Stumps, Grind to 2' Below Finish Grade	1	LS	\$4,000.00	\$4,000.00	\$2,088.00	\$2,088.00		\$2,525.00
10	Abandon Existing Water Lateral and Yard Hydrant	1	LS	\$3,500.00	\$3,500.00	\$1,322.00	\$1,322.00		\$3,063.00
11	Abandon Existing Sanitary Sewer Lateral and Sewer Manhole	1	LS	\$1,800.00	\$1,800.00	\$4,268.00	\$4,268.00		\$2,513.00
<b>STORM DRAIN</b>									
12	Furnish and Install 24" Diameter HP Storm Drain Pipe	660	LF	\$63.13	\$41,665.80	\$87.85	\$57,981.00		\$46,200.00
13	Furnish and Install Double Inlet Combo Box 1	1	LS	\$5,870.00	\$5,870.00	\$13,930.00	\$13,930.00		\$21,120.00
14	Furnish and Install Double Inlet Combo Box 2 at Existing Inlet	1	LS	\$19,051.21	\$19,051.21	\$8,640.85	\$8,640.85		\$21,120.00
15	Furnish and Install 5' Dia. Storm Drain Manhole	1	LS	\$4,900.00	\$4,900.00	\$5,564.02	\$5,564.02		\$2,500.00
<b>ROADWAY / CONCRETE</b>									
16	Furnish and Install A1-a Import Fill Material	420	CY	\$50.90	\$21,378.00	\$38.50	\$16,170.00		\$10,080.00
17	Furnish and Install Type "A" Curb & Gutter and Base	770	LF	\$21.40	\$16,478.00	\$50.85	\$39,154.50		\$34,650.00
18	Furnish and Install 8" Concrete Waterway and Base	60	SF	\$22.50	\$1,350.00	\$47.05	\$2,823.00		\$3,000.00
19	Furnish and Install 4" Asphalt & 8" Road Base	7400	SF	\$6.05	\$44,770.00	\$8.45	\$62,530.00		\$56,248.40
20	Furnish and Install 6" Thick Crushed Concrete Drive Approach	1	LS	\$800.00	\$800.00	\$595.00	\$595.00		\$1,000.00
<b>UTILITIES</b>									
21	Furnish and Install Concrete Collars on Manholes and Vaults	1	LS	\$2,000.00	\$2,000.00	\$2,715.00	\$2,715.00		\$3,600.00
<b>TOTAL BID</b>				<b>\$196,323.01</b>		<b>\$251,265.37</b>		<b>\$252,505.40</b>	
Comments				Bid Non- Responsive (Missing Required Bid Documents and Bid Bond)				Unit Prices Not Provided. Total Price Adjusted to Reflect Sum of Individual Bid Items	

**BID TABULATION**  
**200 West Roadway Widening Project**  
**Bid Opening March 13, 2025**

Item No.	Description	Bid Quantity	Unit	Paulsen Construction Co.		Broken Arrow		Unit Price	Total
				Unit Price	Total	Unit Price	Total		
<b>GENERAL</b>									
1	Mobilization and SWPP Plan	1	LS	\$20,355.00	\$20,355.00	\$21,414.82	\$21,414.82		
2	Construction Layout	1	LS	\$5,175.00	\$5,175.00	\$3,676.36	\$3,676.36		
<b>DEMOLITION</b>									
3	Remove & Dispose Existing RV Dump Asphalt & Concrete Strips	1	LS	\$9,145.95	\$9,145.95	\$3,297.70	\$3,297.70		
4	Sawcut, Demolish & Dispose Existing Roadway Asphalt & Subbase	3400	SF	\$2.67	\$9,078.00	\$3.55	\$12,070.00		
5	Demolition and Disposal of Existing Curb & Gutter and Subbase	20	LF	\$14.37	\$287.40	\$12.81	\$256.20		
6	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	60	SF	\$13.80	\$828.00	\$6.10	\$366.00		
7	Demolition and Disposal of Existing Culverts	1	LS	\$8,625.00	\$8,625.00	\$3,227.85	\$3,227.85		
8	Sawcut, Demolition and Disposal of the Inlet on Existing Storm Drain Box	1	LS	\$1,380.00	\$1,380.00	\$4,229.66	\$4,229.66		
9	Demolition and Disposal of Tree Stumps, Grind to 2' Below Finish Grade	1	LS	\$2,875.00	\$2,875.00	\$9,266.27	\$9,266.27		
10	Abandon Existing Water Lateral and Yard Hydrant	1	LS	\$2,875.00	\$2,875.00	\$1,757.30	\$1,757.30		
11	Abandon Existing Sanitary Sewer Lateral and Sewer Manhole	1	LS	\$3,450.00	\$3,450.00	\$4,229.66	\$4,229.66		
<b>STORM DRAIN</b>									
12	Furnish and Install 24" Diameter HP Storm Drain Pipe	660	LF	\$96.95	\$63,987.00	\$111.33	\$73,477.80		
13	Furnish and Install Double Inlet Combo Box 1	1	LS	\$26,881.25	\$26,881.25	\$16,109.87	\$16,109.87		
14	Furnish and Install Double Inlet Combo Box 2 at Existing Inlet	1	LS	\$26,881.25	\$26,881.25	\$46,643.16	\$46,643.16		
15	Furnish and Install 5' Dia. Storm Drain Manhole	1	LS	\$7,590.00	\$7,590.00	\$8,549.85	\$8,549.85		
<b>ROADWAY / CONCRETE</b>									
16	Furnish and Install A1-a Import Fill Material	420	CY	\$27.60	\$11,592.00	\$25.15	\$10,563.00		
17	Furnish and Install Type "A" Curb & Gutter and Base	770	LF	\$51.75	\$39,847.50	\$47.99	\$36,952.30		
18	Furnish and Install 8" Concrete Waterway and Base	60	SF	\$63.25	\$3,795.00	\$28.35	\$1,701.00		
19	Furnish and Install 4" Asphalt & 8" Road Base	7400	SF	\$8.60	\$63,640.00	\$7.36	\$54,464.00		
20	Furnish and Install 6" Thick Crushed Concrete Drive Approach	1	LS	\$575.00	\$575.00	\$1,521.13	\$1,521.13		
<b>UTILITIES</b>									
21	Furnish and Install Concrete Collars on Manholes and Vaults	1	LS	-	-	\$5,175.00	\$5,175.00		
<b>TOTAL BID</b>				<b>\$308,863.35</b>		<b>\$318,948.93</b>			
Comments				No Unit or Extended cost provided for Bid Item No. 21. Total Cost adjusted to reflect no price for Bid Item 21.					



EXHIBIT B

Agreement

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: McCormick & Sons Excavating and Utilities LLC
- B. Address: 2976 West Ruiz Dr #625, Stockton, Utah 84071
- C. Telephone number: (385) 315-9874
- D. Facsimile number: \_\_\_\_\_
- E. E-Mail: McCormickandsons@outlook.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**200 West Road Widening Project**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Base Bid.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

C. An Agreement Supplement [\_\_\_\_\_] is, [] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Fifty One Thousand Two Hundred Sixty Five Dollars and thirty seven cents (\$251,265.37)

## 2.2 CONTRACT TIME

A. Substantial Completion of the Work shall occur by September 1, 2025. Final completion shall occur by September 15, 2025.

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
  
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
  
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.  
  
Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.
  
4. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.
  
5. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. OWNER's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_

ATTEST:

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Michelle Y. Pitt  
Tooele City Recorder

S E A L

APPROVED AS TO FORM

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Roger Evans Baker  
Tooele City Attorney

END OF DOCUMENT

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**TOOELE CITY CORPORATION**

**RESOLUTION 2025-23**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH PLAY SPACE DESIGNS FOR PLAY EQUIPMENT INSTALLATION AND POOL PLASTER MAINTENANCE SERVICES AT THE PRATT AQUATIC CENTER.**

WHEREAS, Tooele City owns, operates, and maintains the Pratt Aquatic Center, which is in need of new play equipment as well as plaster maintenance services; and,

WHEREAS, Play Space Designs Incorporated has submitted a cost proposal of \$301,868.07 to install new play equipment (as well as remove the old play equipment) and to perform plaster maintenance on the pool (see the cost proposal/quote and illustrations attached as Exhibit A); and,

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

WHEREAS, compliance with the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures is not required because Play Space Designs is a state-approved contractor; and,

WHEREAS, replacement of the play equipment, and maintenance of the plaster, are essential elements to operating a safe and enjoyable pool and aquatic facility for the public:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (attached as Exhibit B) with Play Space Designs Incorporated 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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### Cost Proposal/Quote and Illustrations

# QUOTE



Quote Number:  
00005035

1030 W. Bellwood Lane  
Murray, Utah 84123  
801-274-0212

Created or Revised Date:  
2/27/2025

State Contract # MA3405

Expiration Date:  
2025-03-10

Prepared By:  
Tyler Ferrara

Project Name Pratt Aquatic AT Replacement  
Location Tooele, Utah  
Payment Terms 50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Unit Price	Extended Price
1	Waterplay	AT07C-03C	AT07C-03C - Pratt Aquatic AT	\$105,468.00	\$105,468.00
1	Waterplay	0010-9294	0010-9294 FS River Spritz 2	\$3,945.00	\$3,945.00
1	Waterplay	0011-1522	0011-1522 Aqua Juggle	\$15,845.00	\$15,845.00
2	Waterplay	0011-2156	0011-2156 - 0011-2156 playPHASE Base Small	\$755.00	\$1,510.00
8	Waterplay	GRA-08026	Graphic Decal at Panel	\$950.00	\$7,600.00
1	Waterplay	FREIGHT-USA	Freight USA Main Ship	\$4,750.00	\$4,750.00
1	Waterplay	FREIGHT-USA	Freight USA Pre-Ship	\$140.00	\$140.00
1	Waterplay	Sourcewell Discount	Sourcewell Discount	-\$16,124.16	-\$16,124.16
1	Other	Deep Blue - Re-Plastering	Deep Blue - Re-Plastering - Deep Blue Re-Plastering	\$74,372.10	\$74,372.10
1	Installation Services	Stratton&Bratt - Installation	Includes: Demo of concrete and existing play structure, new concrete flatwork, rebar, bonding, concrete piers, play structures, circulation pump w/VFD)	\$104,362.13	\$104,362.13

Total Cost \$301,868.07  
Grand Total \$301,868.07

Accepted By: \_\_\_\_\_

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

Shipping Contact Name: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

# QUOTE



1030 W. Bellwood Lane  
Murray, Utah 84123  
801-274-0212

Quote Number:  
00005035

Created or Revised Date:  
2/27/2025

Expiration Date:  
2025-03-10

Prepared By:  
Tyler Ferrara

Darwin Cook

City, State, Zip Code: \_\_\_\_\_

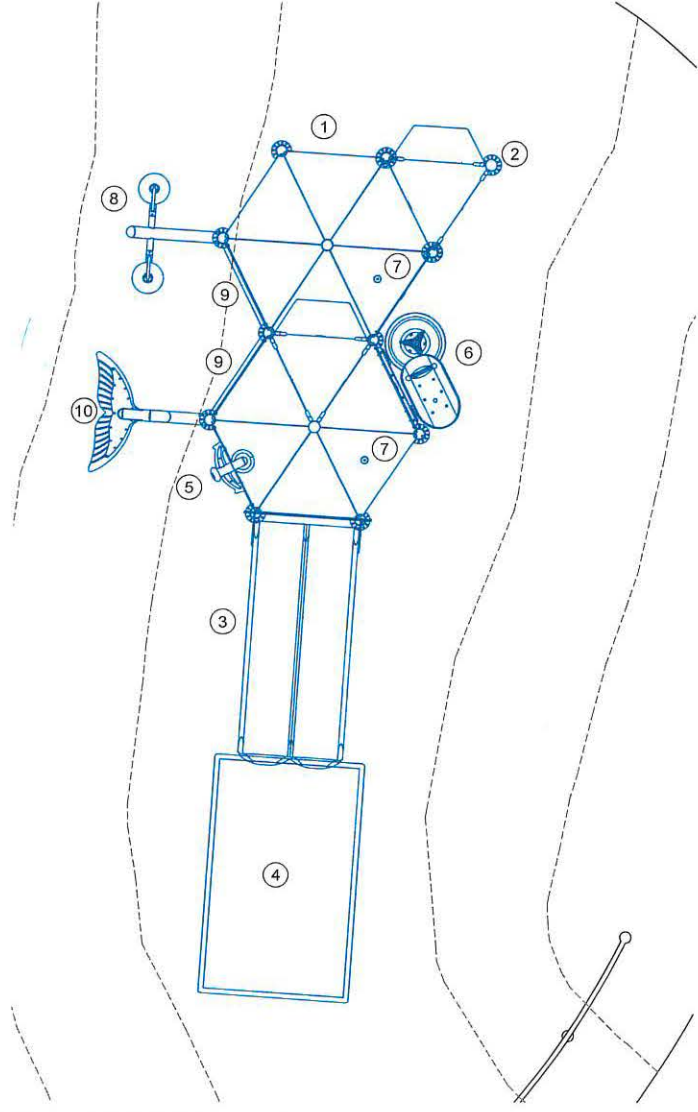
Shipping Contact Cell No.: \_\_\_\_\_

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

ITEM	SKU	COMPONENT NAME	QTY
1	0011-5561	AT07 LAYOUT	1
2	0011-5100	AT ENTRY STAIR 2FT	1
3	0011-3967	4FT SPI FLUME, DOUBLE TRACK.	1
4	0002-4930	SAFETY MAT - 60X96	1
5	0011-4591	AT ANCHOR CANON	1
6	0011-5534	AT AQUAFALL	1
7	0011-4176	AT DECK SPRAY NON-FLOATING (MONSTER 5)	2
8	0011-3028	AT SNEAKY SOAKER 2	1
9	0011-3275	AT WATERNOOK	2
10	0011-3019	AT WHALE TAIL	1

LOCAL REGULATIONS MAY REQUIRE THE USE OF IMPACT ATTENUATING SURFACES FOR SOME INSTALLATIONS - CHECK LOCAL CODES PRIOR TO FINAL DESIGN AND INSTALLATION.



11 x 17 plot

FOR INFORMATION PURPOSES ONLY. LOCAL LANDSCAPE ARCHITECT, ENGINEER &/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED BY:  
WATERPLAY SOLUTIONS CORP

DWG NAME: WATERPLAY AT SCHEMATIC SHEET 2/2

SCALE: 1/4" = 1'-0"	DRAWN BY: MC	DATE: NOV 05/24	REV #: 2
------------------------	-----------------	--------------------	-------------

**NOT FOR CONSTRUCTION PURPOSES**

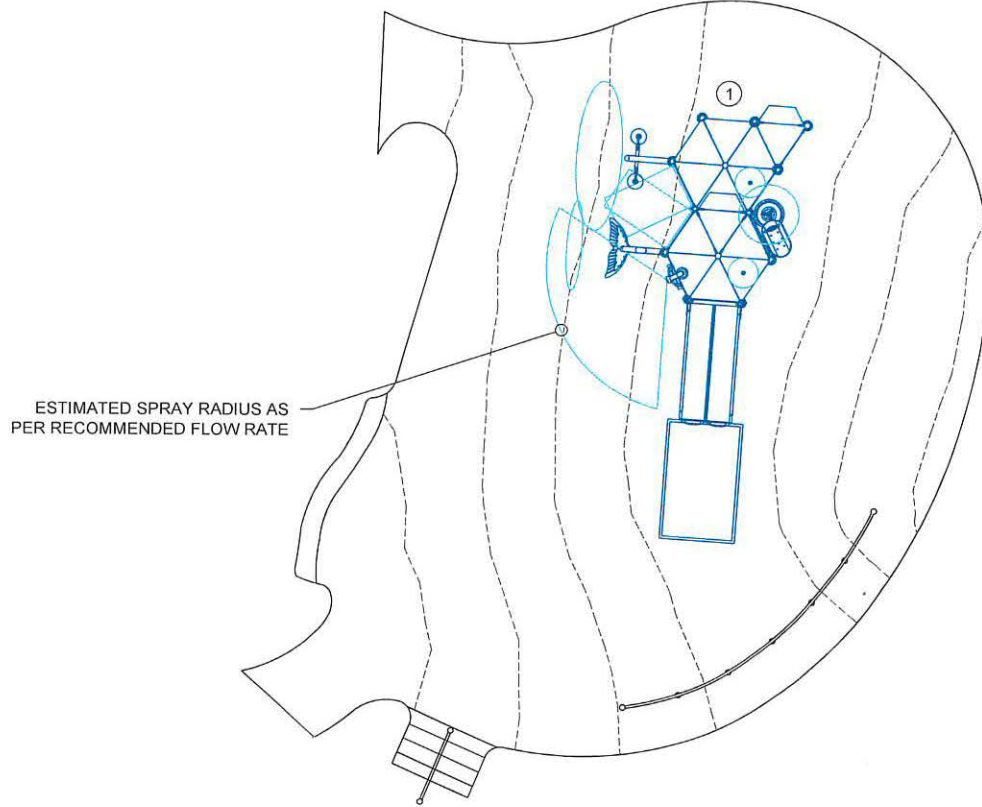
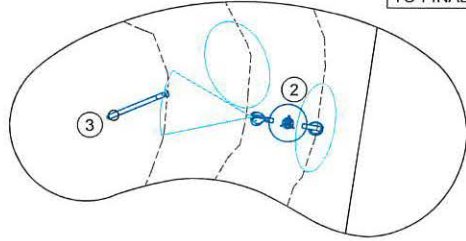
**PRATT AQUATIC CENTER - OPTION 2  
TOOELE CITY, UT**

REV	DESCRIPTION	REV BY	REV DATE
2	CHANGED FEATURE LAYOUT	JS	MAR 24/25
1	FEATURE CHANGE	MC	DEC 16/24

**WATERPLAY**  
"MAKES"  
805 CROWLEY AVE, KELOWNA BC, CANADA V1Y 7G6  
TEL. (250) 712-3393 FAX (250) 861-4814  
EMAIL info@waterplay.com

ITEM	SKU	COMPONENT NAME	QTY
1	AT-12162-01	AT07C-03C - OCEANA	1
2	0011-1522	FS AQUA-JUGGLE	1
3	0010-9294	FS RIVER SPRITZ 2	1

LOCAL REGULATIONS MAY REQUIRE THE USE OF IMPACT ATTENUATING SURFACES FOR SOME INSTALLATIONS - CHECK LOCAL CODES PRIOR TO FINAL DESIGN AND INSTALLATION.



ESTIMATED SPRAY RADIUS AS PER RECOMMENDED FLOW RATE

11 x 17 plot

FOR INFORMATION PURPOSES ONLY. LOCAL LANDSCAPE ARCHITECT, ENGINEER &/OR APPROPRIATE AUTHORITIES HAVING JURISDICTION MUST COMPLETE ALL PARK LAYOUT, MECHANICAL & ELECTRICAL DESIGN PRIOR TO CONSTRUCTION.

DESIGNED BY: WATERPLAY SOLUTIONS CORP			
DWG NAME: WATERPLAY CONCEPTUAL LAYOUT			SHEET 1/2
SCALE: 1/8" = 1'-0"	DRAWN BY: MC	DATE: NOV 05/24	REV #: 2

**NOT FOR CONSTRUCTION PURPOSES**

**PRATT AQUATIC CENTER - OPTION 2  
TOOELE CITY, UT**

REV	DESCRIPTION	REV'D BY	REV DATE
2	CHANGED FEATURE LAYOUT	JS	MAR 24/25
1	FEATURE CHANGE	MC	DEC 16/24
0			

**WATERPLAY**  
"MAKE"

805 CROWLEY AVE, KELOWNA BC, CANADA V1Y 7G6  
TEL (250) 712-3393 FAX (250) 861-4814  
EMAIL: info@waterplay.com

Exhibit B

Agreement



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Play Space Designs Incorporated** of **1030 W. Bellwood Lane, Murray, UT 84123**, (hereinafter “Contractor”) enter into this Agreement on the **3 day of April, 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:  
**Pratt Aquatic Center, 55 N 200 W St, Tooele UT 84074.**
  - **Project is to take place during Pratt Aquatic center August Shut down. Date to be determined by Aquatics Superintendent.**
  - **Contractor is responsible for site survey.**
  - **Tooele City will not be responsible for any as-built plan irregularities that are discovered during demolition.**
  - **Contractor to work with City Electrician, and City Building Maintenance officials to identify existing Electrical, Fire Alarm signaling, and other mechanical and plumbing infrastructure.**
  - **Removal of existing leisure and kiddie pool toy equipment.**
  - **Removal of existing leisure pool and kiddie pool plaster.**
  - **Retrofit of existing plumbing and water fixtures to match with new equipment, including new circulation pump.**
  - **Removal of any concrete and drains for retrofit, re-installation of concrete, rebar, and drains.**
  - **Re-plastering of leisure and kiddie pool basins, including any concrete, rebar, concrete piers, and reinforcement. Deep Blue Plastering.**
  - **Installation of Aqua Jungle, River Sprits, and Small Play-phase Base.**
  - **Tooele City Electrician will make final electrical connections.**
  - **All toys will be properly marked with factor Graphic Decals.**
  - **Contractor responsible for site safety and for site clean-up.**
  - **Contractor responsible for removal of debris from job site.**
  - **In the event that project is not completed during “August shut down”, contractor will maintain the pool salon environment during the final stages of the project so that Tooele City may maintain operation of the Lap pool during Public Hours and Swim competition season.**
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 **\$301,868.07** 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 **September 30, 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 \$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

Approved as to form:

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

SEAL

*(Revised 10/25/2024)*



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

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

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

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

**CHECK APPLICABLE BOX:**

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

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2025-21**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY.**

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

WHEREAS, Policy Section X1(17) defines “goods” to mean “supplies, materials, equipment, wares, merchandise, and similar items”; and,

WHEREAS, the City is in possession of goods (“Goods”), specifically cat carriers from the police department, which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods to be surplus to the needs of Tooele City and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through sale, donation, recycling, or other disposal.

This Resolution shall take effect upon passage.

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

---

<sup>1</sup> Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

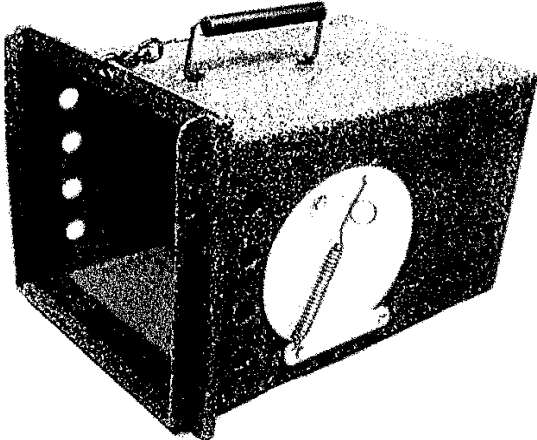
\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### List of Surplus Goods

35 Cat Carriers

---



**TOOELE CITY CORPORATION**

**RESOLUTION 2025-22**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING AN AGREEMENT WITH TOOELE COUNTY FOR MUNICIPAL ELECTIONS.**

WHEREAS, Tooele City is required to conduct municipal elections each odd-numbered year (U.C.A. §20A-1-101 *et seq.*); and,

WHEREAS, the Tooele County Clerk's Office has traditionally assisted Tooele City with municipal elections by programming and testing ballot files, providing electronic ballot files for Optical Scan Ballot printing, preparing and mailing ballots, publishing legal notices, etc., on a cost reimbursement basis; and,

WHEREAS, the County and the City desire to formalize with a written agreement the responsibilities of each party with respect to city elections, and propose the 2025 Municipal Election Agreement attached as Exhibit A; and,

WHEREAS, the estimated cost to be paid by the City to the County for the County's assistance for the 2025 city elections is \$2.25 per ballot, or \$41,289.75 per election (see Exhibit B); and,

WHEREAS, the City Administration, including the City Recorder, believes it to continue to be in Tooele City's best interest to receive the County's assistance due to its elections experience, personnel, materials, and equipment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the 2025 Municipal Election Agreement attached as Exhibit A is hereby approved.

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)

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

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

# 2025 Municipal Election Agreement

## **2025 INTERLOCAL ELECTION AGREEMENT TOOELE CITY**

AGREEMENT with an effective date of the 1st day of April, 2025, by and between Tooele County ("County") and Tooele City ("City"), both being political subdivisions of the State of Utah.

WHEREAS, state law requires municipalities, towns and local districts to hold elections each odd-numbered year; and

WHEREAS, County has the equipment and resources needed to conduct such elections, and is willing to make such equipment and resources available to assist City in its 2025 elections;

NOW THEREFORE, the parties mutually agree as follows:

1. For the primary (if applicable) and general elections in 2025, County agrees to:
  - provide programming and test ballot files;
  - provide electronic ballot files for optical scan ballot printing;
  - provide information systems assistance, including election programming, tabulation, programmer and technician services, and elections results reports;
  - determine the number of optical scan ballots to be printed and mailed;
  - conduct the public demonstration of the tabulation equipment;
  - publish county-level legal notices, including notices of polling locations and sample ballots, audit notices, and any other required notices;
  - provide canvass reports by a mutually agreed upon date and time;
  - post on the county website a link to the State's posting of candidate profiles, ballot issues, and financial reports, if applicable; and
  - conduct an election audit & recount, if applicable.
  
2. For the primary (if applicable) and general elections in 2025, City agrees to:
  - timely provide ballot information for candidate filings and ballot issues, if applicable;
  - publish municipal-level legal notices including election notices, candidate filing notices, canvass notices, and any other required notices;
  - proof and approve ballot formats within 48 hours of receipt;
  - according to the estimates in Exhibit A, pay County for costs and labor arising from city-specific ballot races and issues.
  
3. For the primary (if applicable) and general elections in 2025, both parties agree to conduct the election according to applicable statutes, rules, executive orders, and policies of the Lieutenant Governor as the Chief Elections Officer.
  
4. This term of this Agreement is April 1, 2025, through December 31, 2025.

5. This Agreement shall be jointly administered by the Tooele County Clerk and the Tooele City Recorder.

TOOELE COUNTY:

TOOELE CITY:

---

James A. Welch  
County Manager

APPROVED AS TO FORM:

ATTEST:

---

Nathan Harris  
Deputy County Attorney

---

Tooele City Attorney

ATTEST:

---

Michelle Pitt  
Tooele City Recorder

## Exhibit B

### Detailed Cost Estimate

**Exhibit A**

Estimated Election Costs	
Estimated per ballot cost	\$2.25/ballot
Estimated # of registered voters as of March 2025	18,351
Total estimated cost per election:	$\$2.25 \times 18,351 = \$41,289.75$
Total estimated cost for Primary (if applicable) and General Elections:	$\$41,289.75 \times 2 \text{ elections} = \$82,579.50$
Election Recount costs (if applicable)	Billed separately and calculated at cost post-election
Ranked Choice Voting election (if applicable)	Billed separately and calculated at cost post-election
City Staff labor contribution	Invoice total is reduced at a rate of \$15.50 per hour of labor given in assistance Mileage reimbursement also given

## Temporary Water Right Rental Agreement

This Temporary Water Right Rental Agreement (“Agreement”) is made by and between the Tooele City Water Special Service District (“District”), and Geofortis Utah Minerals LLC (“Geofortis”) on this 1st day of March, 2022 (the “Effective Date”), for the purpose of facilitating Geofortis’ rental of a portion of Water Right owned by District. District and Geofortis may be referred to individually as Party or collectively as Parties herein.

WHEREAS, Geofortis’ is conducting a pozzolan mining operation near Faust (“Site”), the ore being processed at Peterson Industrial Depot in Tooele City as a concrete additive product; and,

WHEREAS, Geofortis will annually require approximately 40 acre-feet of water for dust control purposes at the Site; and,

WHEREAS, the District owns Water Right 15-2858 (the “Water Right”) and has sufficient water available under the Water Right to allow Geofortis to rent 40 acre-feet of the Water Right; and

WHEREAS, the District is willing, ready, and able to rent approximately 40 acre-feet of water under the Water Right to Geofortis in exchange for an annual rental fee:

NOW THEREFORE, and in consideration thereof, the Parties agree as follows:

1. Rental of Water: The District hereby agrees to rent approximately 40 acre-feet of the Water Right to Geofortis for dust control and other associated industrial uses at the Site.

2. Rental Fee:

- a. In consideration for the rental of water, Geofortis shall pay to the District a rental fee in the amount of \$1,000 per year of this Agreement, beginning on the Effective Date, until such time as the Utah Division of Water Rights approves the Temporary Change Application discussed below.
- b. During the first partial year after the Utah Division of Water Rights approves the Temporary Change Application, and before the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$200.00 per acre-foot of water diverted from a well according to meter readings obtained by Geofortis at its cost, with a minimum rental fee of \$1,000 per year.
- c. During each full year after the Utah Division of Water Rights approves the Temporary Change Application, beginning on the anniversary of the Effective Date, Geofortis shall pay to the District a rental fee in the amount of \$8,000.00 plus \$200.00 per acre-foot of water for each acre-foot over 40.
- d. The rental fee shall be due and payable to the District within 30 days of the Effective Date for subsection (a) above, within 30 days of the date of Memorandum Decision under subsection (b) above, and within 30 days of the Effective Date anniversary under subsection (c) above.

- e. For any renewal terms, the rental fee shall be paid within 30 days of the Effective Date of the respective renewal.

3. Effective Date and Initial Term: This Agreement shall become effective as of the Effective Date identified above. The principal term of this Agreement shall be five (5) years commencing from the Effective Date.

4. Additional Terms: Upon 60 days written notice from Geofortis prior to any term's expiration, and in District's sole discretion, this Agreement may be renewed for an additional term of one (1) year. Each one-year term may be likewise renewed, but under no circumstances shall the Agreement be renewed beyond ten (10) years from the effective date, without express written approval of the District.

5. Cooperation and Temporary Change Application: The Parties understand and acknowledge that the State Engineer's approval of a temporary change application is necessary prior to any use of the Water Right at the Site. As such, the Parties agree to cooperate in filing and securing the approval of a temporary change application prior to the beginning of each term. The responsibility to apply for the temporary change applications, extensions, and renewals, and all costs and fees associated with filing and securing approval of the temporary change application, extensions, and renewals, shall be borne by Geofortis.

6. No Water Source: Geofortis understands that the District does not have any water source or water works near the Site, and hereby releases the District from any obligation to provide or develop a water source for the Water Rights. Geofortis will be responsible for permitting and installing its own well and facilities at the Site. Geofortis will own any well drilled or facilities constructed, and District shall have no rights in such well or facilities.

7. Assignment: This Agreement shall be binding upon the Parties and may not be assigned or otherwise transferred to another party without the prior express written consent of District, such consent not to be unreasonably withheld, conditioned, or delayed, and provided that an assignee agrees to be bound by all terms and accept all responsibilities under this Agreement.

8. Amendment: This Agreement may be amended only upon the mutual written consent of the Parties. Said amendments will only become effective when made in writing and signed by both Parties.

9. Entire Agreement: This Agreement constitutes the entire agreement between the Parties as of the Effective Date. This Agreement supersedes the prior agreement with the Effective Date of March 1, 2021.

10. Counterparts: This Agreement may be executed in multiple counterparts with each such counterpart being considered an original and integrated into this Agreement.

11. Limitation of Remedies. Geofortis's sole and exclusive remedy for any non-performance or breach of the City's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall the City be liable to Geofortis or Geofortis' successors-in-interest for any monetary damages, including, but not limited to, costs, fees, special, general, direct,



indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages, except as otherwise expressly stated herein.


12. No Jury Trial. The Parties hereby irrevocably waive their right to a jury trial in any proceeding arising from the subject matter of this Agreement.

Dated and effective as of the Effective Date.

**Tooele City Water Special Service District**

**Geofortis Utah Minerals LLC**

\_\_\_\_\_  
By: Justin Brady  
Its: Chair

  
\_\_\_\_\_  
By: DAVID McMURRY  
Its: VP Corporate Affairs

Attest:

Approved as to Form:

\_\_\_\_\_  
Michelle Y. Pitt, District Secretary

\_\_\_\_\_  
Roger Baker, District Attorney



VIA EMAIL

August 29, 2024  
Justin Brady, District Chair  
Tooele City Water Special Service District  
90 North Main Street  
Tooele, UT 84074  
Attn: Finance Department

Re: **Consent to Assignment of Temporary Water Right Rental Agreement**

Dear Mr. Brady:

Geofortis Utah Minerals LLC, a Delaware limited liability company (the “**Company**”), and Ash Grove Cement Company, a Delaware corporation (“**Buyer**”), currently anticipate entering into an Asset Purchase Agreement, pursuant to which Buyer will purchase substantially all of the assets of the Company (the “**Sale Transaction**”). The Sale Transaction is expected to close in early September 2024 (the date on which the Sale Transaction ultimately closes, the “**Effective Date**”).

The Company and Tooele City Water Special Service District (“**District**”, “**you**” or “**your**”) are parties to the Temporary Water Right Rental Agreement dated March 1, 2022, (the “**Agreement**”). In connection with the Sale Transaction, and effective as of the Effective Date, the Company desires to assign, transfer, and convey to Buyer all of its rights, title, and interest, in, to, and under the Agreement, and Buyer desires to assume all of the Company’s duties, liabilities, and obligations under the Agreement arising after the Effective Date (the “**Assignment**”). In addition, by signing below, you confirm that, to your knowledge, Company is not in default of any terms of the Agreement and all obligations of the Company under the Agreement have been performed in all material respects.

Please confirm your consent to the Assignment by having a duly authorized representative countersign this consent and return an executed copy (.pdf being sufficient) to me at [davej@oldharbor.org](mailto:davej@oldharbor.org), and to Brian Rhees at [brian.rhees@ashgrove.com](mailto:brian.rhees@ashgrove.com), as soon as possible.

We appreciate and thank you for your cooperation. Please contact me at the email above if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "David Jarrett".

Dave Jarrett, CEO  
**Geofortis Utah Minerals LLC**

cc: **Mayor Debra E Winn**



ACKNOWLEDGED, AGREED, AND CONSENTED TO  
BY:

**Tooele City Water Special Service District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_






# Consent to Assignment of Water Right Rental Agreement R1

Final Audit Report

2024-09-04

Created:	2024-09-03
By:	Dione Weatherman (dweatherman@oldharbor.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC1z0DcOhd6NH6A-Z92IFKd2DXt_SMCHm

## "Consent to Assignment of Water Right Rental Agreement R1" History

-  Document created by Dione Weatherman (dweatherman@oldharbor.org)  
2024-09-03 - 9:40:47 PM GMT
-  Document emailed to David Jarrett (davej@oldharbor.org) for signature  
2024-09-03 - 9:40:51 PM GMT
-  Email viewed by David Jarrett (davej@oldharbor.org)  
2024-09-04 - 3:31:54 PM GMT
-  Document e-signed by David Jarrett (davej@oldharbor.org)  
Signature Date: 2024-09-04 - 3:32:06 PM GMT - Time Source: server
-  Agreement completed.  
2024-09-04 - 3:32:06 PM GMT

## Tooele RDA and City Council Work Meeting Minutes

**Date:** March 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  
Police Chief Adrian Day  
Michelle Pitt, City Recorder  
Loretta Herron, Deputy City Recorder  
Derrick Larson, Assistant City Attorney  
Andrew Aagard, Community Development Director  
Chase Randall, Library Director  
Shannon Wimmer, Finance Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Jamie Grandpre, Public Works Director  
Planning Commissioner Chris Sloan  
Planning Commissioner Kelley Anderson  
Planning Commissioner Melanie Hammer

### 1. Open City Council Meeting

Chairman Brady opened the meeting at 5:30 pm.

### 2. Roll Call

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

### 3. Mayor's Report

Mayor Winn reported that the ribbon cutting for Fire Station No. 3 would take place on Saturday, March 29. She announced the arrival of a new fire truck, currently undergoing inspection in Salt Lake City, which would be stationed at the new facility. She emphasized the building was constructed with future needs in mind and praised City Engineer Paul Hansen for helping keep the project under

budget. She also recognized Fire Chief Matt McCoy for his efforts throughout the construction process. Mayor Winn highlighted the value of Tooele's volunteer fire department and invited the community to attend the celebration.

#### 4. Council Members' Report

Councilman McCall reported attending an Arts Council meeting.

Councilman Hansen shared updates from the Downtown Alliance meeting, noting concerns about the condition of the Main Street light poles and a proposal to implement 15-minute parking limits near the post office. He also attended a Switchpoint homeless shelter board meeting.

Councilwoman Gochis attended a town hall with Congresswoman Celeste Maloy, the fire department banquet, and a ribbon cutting for Wingstop.

Councilwoman Manzione reported attending the same events and also participated in a Redevelopment Agency (RDA) meeting about revitalizing the Broadway area. She announced upcoming public engagement efforts, including surveys and a May event tied to the "Take Pride Tooele" downtown cleanup. She also mentioned meetings with potential developers showing interest in Tooele due to its affordability, workforce, and growth potential.

Chairman Brady reported attending a Council on Aging meeting, noting available resources for elderly residents. He also attended the North Tooele City Special Service District meeting and commended the area's upkeep. He reminded the Council that the second meeting in April would be canceled due to a conference in St. George and concluded with remarks about ongoing staff collaboration.

#### 5. Discussion Items

##### a. Discussion on Ordinance 2025-06 An Ordinance of Tooele City Amending Tooele City Code Section 8-4-4 Regarding Nuisance Abatement

*Presented by Andrew Aagard, Community Development Director*

The Council held a detailed discussion on proposed amendments to Ordinance 2025-06 regarding nuisance abatement, specifically focusing on weed enforcement. Mr. Aagard presented the rationale behind revising the city's current weed code. He explained that the existing ordinance, which defined violations as any weed taller than six inches, placed an unrealistic burden on the city's lone code enforcement officer, Mr. Faalili Finai.

Mr. Aagard proposed a shift in enforcement to focus on hazards – specifically fire risks, visibility obstructions, and areas harboring vermin. He recommended removing the blanket six-inch rule for properties under one acre unless a nuisance or hazard was present. For properties over one acre, he proposed maintaining the six-inch height limit within 30 feet of property lines for fire prevention. He acknowledged the need for the enforcement officer to exercise judgment in assessing violations.

Councilman Hansen questioned the ambiguity in defining weeds and suggested clarifying the language, particularly for larger parcels. Council Member Gochis expressed concern over losing a measurable standard for small lots and how enforcement could remain effective. Council Member Manzione supported the hazard-based approach and said the proposal would help differentiate between neglected lots and intentional landscaping, such as pollinator gardens.

Chairman Brady voiced concern that the proposed changes might limit the city's ability to address neglected commercial properties. Councilwoman Manzione suggested adding a specific standard for commercial zones to maintain community appearance. Chairman Brady supported this idea. Mr.

Aagard confirmed that a separate standard could be added for commercial properties and reiterated that the existing fine structure and abatement process would remain in place.

Councilman McCall inquired about the penalty structure and suggested the possibility of city-hired weed removal for repeat offenders, which Mr. Aagard confirmed was already permitted under current code.

The Council agreed that the draft ordinance needed revisions before being brought to a vote, particularly to address commercial property standards. They expressed appreciation for Mr. Finai's work and acknowledged the challenge of enforcing weed regulations with limited resources.

**b. Discussion on Proposed Amendments to Tooele City Code 7-19; Subdivisions, Regarding Non-Standard Divisions of Land in Tooele City**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented the item, explaining that the amendment aimed to align city code with existing state law, which already permitted non-standard land divisions without city approval if certain conditions were met. These divisions often occurred informally through the county recorder's office and did not trigger required improvements, such as road dedications or utility installations.

Mr. Aagard explained that current city code required formal subdivision approval for any division of land, which included submitting engineered plats, utility plans, and installing or bonding for improvements – requirements that could be costly and burdensome for property owners who simply wished to sell unused portions of their land without developing them.

The proposed amendments would define non-standard divisions in the city code, clarify that they do not constitute subdivisions, and make it clear that any future development on such parcels would still be subject to full subdivision requirements, including improvements and water rights.

Councilwoman Gochis asked who typically was responsible for initiating the non-standard division. Mr. Aagard explained it would usually be the seller responsible for subdividing the lot, but the buyer would be responsible for the infrastructure. Councilman Hansen expressed concern about potential impacts on larger parcels and whether this might create problems. Mr. Aagard stated that the amendment would not affect the city's ability to enforce subdivision requirements before development, regardless of parcel size.

Chairman Brady asked how the city could currently enforce subdivision requirements in cases like the Holiday Oil project. Mr. Aagard responded that staff could delay site plan approval until subdivision applications were submitted, but without ordinance language, the city lacked clear authority. He emphasized that the proposed amendment would strengthen enforcement and prevent pushback from developers.

The Council generally supported moving the item forward to Planning Commission for review and further processing.

**c. Discussion on Proposed Amendments to Tooele City Codes Regarding the Location and Placement of Accessory Structures in Commercial and Mixed-Use Zoning Districts**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented the issue, which stemmed from an unapproved shed placed in the parking lot of the Coffee Shop near C-A-L Ranch. He explained that current code allowed accessory structures in commercial zones without zoning oversight, and if the structure was under 120 square feet, it didn't require a building permit.

Mr. Aagard noted that while these structures were not currently widespread, their presence – especially without review – raised concerns about aesthetics, parking displacement, and potential

safety hazards. He provided examples, including a large shipping container near Jim's Restaurant and display sheds at Home Depot. He presented options for addressing the issue, including restricting placement to side or rear yards, prohibiting placement in parking lots, implementing specific safety and design standards, or requiring Conditional Use Permits (CUPs).

Chairman Brady supported allowing the structures with defined standards to ensure safety and preserve aesthetics. Councilwoman Manzione emphasized the issue with unapproved placement, particularly when structures created visibility risks. Councilman Hansen and Councilman McCall expressed concerns about balancing enforcement with respect for private property rights and the need for business owner education.

Councilwoman Gochis stressed the importance of ensuring required parking was not being displaced, as this could negatively affect nearby properties. Mr. Aagard noted that the city could enforce standards either through CUPs or ordinance criteria requiring verification of parking and placement.

The Council reached consensus that new standards or a permitting process should be explored. Mr. Aagard offered to draft options and return with proposals for further discussion at a future work session.

**6. Closed Meeting**

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

Chairman Brady announced that there was no need for a closed meeting.

**7. Adjourn**

There being no further business, Chairman Brady adjourned the meeting adjourned at 6:27 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 April, 2025

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Justin Brady, City Council Chair



## Tooele City Council Business Meeting Minutes

**Date:** March 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  
Police Chief Adrian Day  
Michelle Pitt, City Recorder  
Loretta Herron, Deputy City Recorder  
Derrick Larson, Assistant City Attorney  
Andrew Aagard, Community Development Director  
Chase Randall, Library Director  
Shannon Wimmer, Finance Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Jamie Grandpre, Public Works Director  
Planning Commissioner Chris Sloan  
Planning Commissioner Kelley Anderson  
Planning Commissioner Melanie Hammer

Minutes prepared by Alicia Fairbourne

### 1. Pledge of Allegiance

Chairman Brady called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

### 2. Roll Call

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

**3. Mayor's Community Recognition Awards**

Mayor Winn presented the Mayor's Community Recognition Award to Brian Scott Burgess. She shared that Mr. Burgess was nominated anonymously by multiple people in the community for his consistent acts of kindness and service. Since moving to Tooele City in 2015, Mr. Burgess, despite personal challenges and disabilities, had gone out of his way to help others – particularly with transportation issues. He had assisted people stuck in snow, recovered vehicles at night, and helped those locked out of their cars, often without expecting payment. Mayor Winn praised his generosity and willingness to serve, stating the city could use more individuals like Mr. Burgess. He received a certificate and was recognized by the Council and audience.

**4. Public Comment Period**

Chairman Brady opened the floor for public comment at 7:06 pm. There were no comments. Chairman Brady closed the floor at 7:07 pm.

**5. Ordinance 2025-06 An Ordinance of Tooele City Amending Tooele City Code Section 8-4-4 Regarding Nuisance Abatement**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard summarized the proposed changes, including removing the six-inch weed height standard, enforcing weed removal based on safety hazards or visibility issues, adjusting the enforcement threshold from five acres to one acre, and maintaining the six-inch height limit within 30 feet of property lines for lots one acre or larger. Chairman Brady noted the Council had previously discussed the item in detail during the Work Meeting and confirmed the plan to table the ordinance for further revisions.

**Motion: Councilwoman Manzione moved to table Ordinance 2025-06, an Ordinance of Tooele City amending Tooele City Code Section 8-4-4 regarding nuisance abatement in light of the discussion during the March 19, 2025 Work Meeting for some minor clarifications and additions in regards to commercial properties.** 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. Ordinance 2025-08 An Ordinance of Tooele City Amending Tooele City Code Chapter 2-1 Regarding the Tooele City Public Library**

*Presented by Chase Randall, Library Director*

Mr. Randall explained that much of the existing code dated back to the 1960s-1980s and no longer reflected the library's actual operations. The revisions aimed to clarify that the Library Board serves in an advisory capacity, with administrative and policy authority residing with the mayor. Additional changes included correcting outdated language, improving grammar, and ensuring consistent references to the Board's role.

**Motion: Councilman McCall moved to approve Ordinance 2025-08, an Ordinance of Tooele City amending Tooele City Code Chapter 2-1 regarding the Tooele City Public Library.** 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 2025-15 A Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence for Fencing at the Tooele Valley Museum**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook explained that the project involved removing the current fence near Maple Street and extending it west around the remaining city-owned property. An automated gate would be installed to align with museum hours and improve access to the adjacent parking lot behind the train depot. The goal was to enhance public use of the space, clean up the area near the Parks Department warehouse, and be a better neighbor.

Although the bids were close, the city selected Mountain States Fence due to the superior functionality of their gate opener system, which was used on other sites throughout the city. Mr. Cook noted the project was already approved in the current General Fund budget.

**Motion: Councilwoman Gochis moved to approve Resolution 2025-15, a Resolution of the Tooele City Council approving an agreement with Mountain States Fence for fencing at the Tooele Valley Museum.** 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 2025-16 A Resolution of the Tooele City Council Approving an Agreement with Asphalt Preservation for the 2025 Roadway Maintenance Project, Schedule A**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre explained that this portion of the project involved slurry seal work, with a bid amount of \$190,000 and a \$9,500 contingency. Of that total, \$103,000 would be funded by developers through escrow, leaving approximately \$87,000 to be paid from the city's Road Fund. Mr. Grandpre referenced a color-coded map outlining the project areas and clarified the funding sources. He also noted that road selection was based on a pavement management system and emphasized a heavier focus on chip seal work for this year's maintenance program. There were no questions or objections from the Council.

**Motion: Councilman Hansen moved to approve Resolution 2025-16, a Resolution of the Tooele City Council approving an agreement with Asphalt Preservation for the 2025 Roadway Maintenance Project, Schedule A, regarding slurry seal.** 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.

9. **Resolution 2025-17 A Resolution of the Tooele City Council Approving an Agreement with Staker & Parsons for the 2025 Roadway Maintenance Project, Schedule B**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre explained that this phase focused on chip seal work for several high-priority roads, with a total cost of \$917,608.50 and a \$46,000 contingency. Staker & Parsons had previously completed similar work for the city with good results.

Major roads included in this project were Droubay Road, Pine Canyon Road, and 2000 North. Mr. Grandpre noted that chip sealing adds a protective wear surface especially important for new or heavily traveled roads. Councilwoman Gochis inquired about chip seal longevity, to which Mr. Grandpre stated that, when done well, chip seal treatments typically last seven to ten years, depending on factors like weather, traffic, and contractor performance.

Chairman Brady asked about impacts on traffic, particularly on busy roads like Pine Canyon. Mr. Grandpre explained that chip sealing generally allowed traffic flow with minimal disruption, as only one half of the road was worked on at a time.

**Motion: Councilwoman Manzione moved to approve Resolution 2025-17, a Resolution of the Tooele City Council approving an agreement with Staker & Parsons for the 2025 Roadway Maintenance Project, schedule B, regarding chip seal.** 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.

**10. Resolution 2025-18 A Resolution of the Tooele City Council Approving an Agreement with Morgan Asphalt for the 2025 Roadway Maintenance Project, Schedule C**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre explained that this Schedule focused on roto-mill and overlay work for roads that had deteriorated beyond the point of minor maintenance. The selected areas included Southwest Drive, a portion of 1000 West near Utah Avenue, and a section on Buzianis Way. The contract was awarded for \$308,250 with a \$15,000 contingency.

Mr. Grandpre noted that mill and overlay projects are more costly and disruptive, but necessary for roads in poor condition. Southwest Drive was highlighted as a high-priority area following recent storm drain work. In response to questions, Mr. Grandpre estimated a timeline of about three to four weeks for the work, with minimal impact to residents aside from short periods during milling and paving. He added that while unforeseen issues such as drainage problems could cause delays, the selected roads were expected to see significant improvement.

**Motion: Councilwoman Gochis moved to approve Resolution 2025-18, a Resolution of the Tooele City Council approving an agreement with Morgan Asphalt for the 2025 Roadway Maintenance Project, Schedule C, regarding mill and overlay.** 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. Resolution 2025-19 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt explained that the police department requested to surplus three animal carriers that were no longer usable due to their small size, making them unsuitable for transporting large dogs. The carriers would be disposed of either through sale or donation. The Council was asked to officially declare the items as surplus.

**Motion: Councilman Hansen moved to approve Resolution 2025-19, a resolution of the Tooele City Council authorizing the Tooele City Purchasing Agent to dispose of surplus personal property.** 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.

**12. Invoices & Purchase Orders**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented four invoices for approval, which included:

- \$114,262.96 to UDOT for traffic signal parts at 2000 North and Aaron Drive
- \$30,000 to iWorQ for annual software maintenance fees for the Community Development Department
- \$33,017.50 to IWorQ for software maintenance fees for Public Works and Code Enforcement
- \$40,458 to Rehrig Pacific Company for the purchase of 702 garbage cans

There was a brief discussion and clarification that the UDOT invoice was for the signal purchase at Aaron Drive. No objections or further questions were raised.

**Motion: Councilwoman Gochis moved to approve the invoices.** 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.

### 13. Minutes

#### ~March 5, 2025 Business Meeting

There were no corrections to the minutes.

**Motion: Councilwoman Manzione moved to approve the March 5, 2025 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.

### 14. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:35 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 April, 2025

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Justin Brady, City Council Chair

**Tooele City Council  
Water Special Service District**

**Date:** Wednesday, February 17, 2021  
**Time:** 5:30 p.m.  
**Place:** Tooele City Hall, Cotncil Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Tony Graf  
Melodi Gochis  
Ed Hansen attending through phone  
Justin Brady  
Maresa Manzione

**City Employees Present:**

Mayor Debbie Winn  
Darwin Cook, Parks and Recreation Director  
Jim Bolser, Community Development Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Steve Evans, Public Works Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odenrott

Chairwoman Gochis called the meeting to order at 5:30 p.m.

**1. Open City Council Meeting**

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present through phone  
Justin Brady, Present  
Maresa Manzione, Present

**3. Resolution 2021-01 A Resolution of the Tooele City Water Special Service District Board Approving a Temporary Water Right Lease Agreement with Geofortis Utah Minerals LLC.**

Presented by Paul Hansen, Tooele City Engineer

Mr. Hansen stated Tooele City holds certain water resources that are not currently being used. Those resources are not being used as they are located thirty five miles to the south of Tooele City on property near Vernon, that the Water District used to own. A company has approached the City to lease water on an annual basis for a minimum period of five years, so the company use them in mineral processing. The project is important to the City, is the company is the supplier to the company Geofortis Utah, a company located within Tooele City limits. The lease is to lease up to 20 acre feet of water. The cost for that is \$8000 per year. This would be a year by year basis, as the state engineer requires annual renewals of the permit. The company would be responsible for all permitting and all obligations. They would not be using any of the City wells but would file a temporary change application to move it to the point of diversion. This has been discussed by staff and administration and there is no known adverse harm to the City. This has been done in the past with other users and there has been no harm. The money could go into water acquisition or water fund revenue.

**Council Member Brady motioned to approve invoice.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Lanzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

#### 4. Adjourn.

**Chairwoman Gochis adjourned the meeting at 5:35pm.**

*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 2nd day of April, 202

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Melodi Gochis, Tooele City Council Chair