

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 6, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or shilob@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Tooele County Health Department 2024 Annual Report**
Presented by Grant Sunada, TCHD Executive Director/Health Officer
4. **Public Comment Period**
5. **Resolution 2025-68** A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Matthew C. Johnson to the Position of Tooele City Attorney
Presented by Mayor Debbie Winn
6. **Swearing in of Matthew Johnson as Tooele City Attorney**
Administered by Shilo Baker, City recorder
7. **Public Hearing and Motion on Ordinance 2025-23** An Ordinance of Tooele City Adopting the Water Use and Preservation Element to the Tooele City General Plan
Presented by Andrew Aagard, Community Development Director
8. **Public Hearing and Motion on Ordinance 2025-24** An Ordinance of Tooele City Reassigning the Zoning Map Designation from MU-160 Multiple Use Zone to R1-7 Residential Zone for Approximately 0.81 Acres of Property Located at Approximately 600 South Canyon Road
Presented by Andrew Aagard, Community Development Director
9. **Ordinance 2025-25** An Ordinance of Tooele City Updating the City Code by Amending Tooele City Code Title 10 (Traffic Code) Chapter 3 Part 5 and Part 24
Presented by Adrian Day, Police Chief
10. **Resolution 2025-63** A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Hayat Gartas and Ian Hurley to the Tooele City Tree Advisory Board
Presented by Darwin Cook, Parks & Recreation Director

11. **Resolution 2025-67** A Resolution of the Tooele City Council Approving an Agreement with Trojan Technologies Corporation for UV Disinfection Equipment
Presented by Jamie Grandpre, Public Works Director
12. **Resolution 2025-69** A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Russell Welding Corporation for Stainless Steel Air Lines at the Water Reclamation Facility
Presented by Jamie Grandpre, Public Works Director
13. **Resolution 2025-72** A Resolution of the Tooele City Council Approving a General Consulting Agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY25
Presented by Shannon Wimmer, Finance Director
14. **Resolution 2025-70** A Resolution of the Tooele City Council Ratifying and Approving Insurance Coverage for Insurance Period 2025-2026
Presented by Shilo Baker, City Recorder
15. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
16. **Minutes**
~July 16, 2025 Work Meeting
~July 16, 2025 Business Meeting
17. **Adjourn**

Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2025-68

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO MAYOR WINN'S APPOINTMENT OF MATTHEW C. JOHNSON TO THE POSITION OF TOOELE CITY ATTORNEY.

WHEREAS, Section 2-06 of the Tooele City Charter (amended 2024) states that "The Mayor, shall, with the consent of a majority of the Council, designate a head of each department of City government"; and,

WHEREAS, under Tooele City Code §1-6-4(2), the Mayor exercises "direct supervision and responsibility over operations in the . . . City Attorney's Office," including the appointment of qualified employees (§1-6-4(1)); and,

WHEREAS, Mayor Winn desires to appoint Matthew C. Johnson to the position of Tooele City Attorney, his employment as City Attorney beginning July 14, 2025;

WHEREAS, Mr. Johnson earned a Bachelor of Science degree from the University of Utah (1998), and a Juris Doctor degree from the S.J. Quinney College of Law, University of Utah (2002); Mr. Johnson has been licensed with the Utah State Bar as an attorney for nearly 23 years, the last 17 of which have been serving as Assistant City Attorney for Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given by the City Council to Mayor Debra E. Winn's appointment of Matthew C. Johnson to the position of Tooele City Attorney, effective immediately.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

TOOELE CITY CORPORATION

ORDINANCE 2025-23

AN ORDINANCE OF TOOELE CITY ADOPTING THE WATER USE AND PRESERVATION ELEMENT TO THE TOOELE CITY GENERAL PLAN.

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 was adopted by Ordinance 2020-47, on December 16, 2020, and includes various elements, including for land use, affordable housing, annexation, transportation, economic vitality, and parks, open space, and recreation; and,

WHEREAS, in addition to the General Plan and its elements, the City has adopted various master plans, including for culinary water, sanitary sewer, water conservation, and storm water; and,

WHEREAS, Utah Code § 10-9a-403 contains a specific requirement that -- before December 31, 2025 -- the General Plan be amended to include recommendations for “a water use and preservation element that addresses: (A) the effect of permitted development or patterns of development on water demand and water infrastructure; (B) methods of reducing water demand and per capita consumption for future development; (C) methods of reducing water demand and per capita consumption for existing development; and (D) opportunities for the municipality to modify the municipality’s operations to eliminate practices or conditions that waste water[.]” and,

WHEREAS, the City Administration and Planning Commission propose the adoption of the Water Use and Preservation Element to the General Plan attached as Exhibit A (see also Staff Report attached as Exhibit B); and,

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

WHEREAS, on July 23, 2025, the Planning Commission convened a duly noticed public hearing and voted to forward its recommendation to the City Council; and,

WHEREAS, on August 6, 2025, the City Council convened a duly-advertised public hearing; and,

WHEREAS, a Water Use and Preservation Element to the General Plan is in the

best interest of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the Tooele City General Plan is hereby amended by adopting the Water Use and Preservation Element attached as Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

Water Use and Preservation Element Addition to the General Plan

Water Use & Preservation

Conserving Water

The purpose of the Water Use and Preservation Element is to help the City of Tooele achieve the following Goals:

1. *Determine the effect of permitted development or patterns of development on water demand and water infrastructure.*
2. *Identify methods of reducing water demand and per capita consumption for future development.*
3. *Identify methods of reducing water demand and per capita consumption for existing development.*
4. *Identify opportunities for the City to modify the city operations to reduce or eliminate wasteful water practices.*

Introduction

The Water Use and Preservation element creates the goals, policies and strategies that Tooele City will follow in order to improve water conservation, will serve as a guide for the City's development review process, and will provide guidance for all water conservation related planning efforts. It is meant to be a source of information, and of guidance for Elected Officials, City Administration, planning staff, engineers, architects, builders, developers and the public at large.

Water is a critical component of development and growth in Tooele City. Unlike cities situated along the Wasatch Front, Tooele City does not have an independent water district operating a large water pipe line extending through the city boundaries providing water to those who wish to purchase the water to enable development. Tooele City is unique in that the City must provide its own water sources, treatment, storage, transmission and distribution. Water is of extreme importance to planning for growth in Tooele City. Tooele City has already adopted a plan to provide guidance for water resources planning and conservation. The Tooele City Water Conservation Plan was updated in December of 2021 and includes some of the following information that will complement the Water Use and Preservation Element of the General Plan:

- A water system profile analyzing connections, use, annual water supply, purchases, peak demand and pricing.
- Current Conservation Practices.
- Goals.
- Cost Analysis including the cost of reducing water consumption by 10% and the near and long term benefits of reducing water consumption.
- Implementation procedures.
- Monitoring and evaluation.

A major objective of this element is to educate community leaders, citizens and developers on the importance and needs of water conservation that benefit Tooele City.

Currently, Tooele's existing land uses are assigned, as determined by their current zoning designation, as shown in Table 1 of Tooele City Codes 7-14-3 and 7-16-3.

Background

During the 2022 Utah State Legislative session the Utah State Legislature amended the Utah Land Use Development and Management Act (LUDMA) and mandated that all cities exceeding a certain population threshold (10,000) shall include a Water Use and Preservation Element in their General Plan. This element is required to be adopted by December 31, 2025. In addition Utah State Code Section 73-10-32 requires the adoption of a water conservation plan which Tooele City has already completed and adopted in 2021.

Current Conditions

Tooele City has made progress in its efforts to conserve water and to ensure the City has enough water from its existing and planned water resources to serve the needs of its residents and businesses during peak water demand seasons. Some of those efforts include:

1. Conservation of Public Awareness of conservation Practices.
 - a. Water Meters – All residential, industrial, commercial and institutional connections to the City’s water system are metered.
 - b. The City has passed ordinances eliminating the use of irrigated turf grass in places that serve no recreational purposes such as street side park strips and parking lot islands.
 - c. The City has passed ordinances requiring that new homes may only include irrigated turf grass in 50% of the front and side yard landscaping areas.
 - d. The City has passed ordinances requiring that multi-family residential areas may only use irrigated turf grass in areas that serve a legitimate recreational purpose such as sports fields, children’s play areas or open gathering areas.
 - e. Tooele City requires that areas utilizing dry scape ground covers including trees, shrubs and other plantings shall only use drip or bubbler irrigation systems. Spray heads and rotors are permissible only for areas where irrigated turf grass is permitted.
2. Education and Training Practices.
 - a. Tooele City regularly emphasizes water conservation schedules.
 - b. Tooele City regularly publishes water conservation principles and schedules in its monthly news letter, 90 North Main, social media sites, and shares information about local water conservation education opportunities such as Master Gardeners Spring Expo.
 - c. Tooele City provides a water conservation page on the City website at tooelecity.gov/waterconservation with links to education, tips and information.
 - d. The Tooele City Public Works Division hosts an annual “localscapes” class in April at Tooele City Hall.
3. Rebates, Incentives, and Rewards.
 - a. Tooele City endorses and encourages residents to utilize the Utah Water Savers Landscape Incentive Program commonly known as the “flip your strip” incentives program by the Division of Water Resources to provide financial assistance to eliminate thirsty turf grass from the street side park strip in favor of drought tolerant ground covers, plantings, and drip irrigation systems.

Ordinances and Standards

The following City ordinances and regulations have been adopted to encourage water conservation.

- Section 4-11a-1: Park Strip Landscaping – Tooele City no longer permits the installation of thirsty turf grass in street side park strips. In most cases these park strips with turf grass result in the use of spray heads that cause tremendous overspray onto impervious pavements and result in a loss of water. The ordinance now requires adjacent residents to maintain their park strips using dry scape ground covers such as pavers, concrete, cobble or bark mulches along with drought tolerant plantings such as shrubs and trees.
- Section 7-4-9: Parking Lots – This ordinance strongly encourages developments to install low or no water landscaping in and around parking lots, authorizes the use of artificial turf and requires the use of drip irrigation systems when plantings require irrigation.
- Section 7-11-8: Considerations in Review of Applications – This ordinance prohibits the use of turf grass in industrial zones, limits the use of turf grass in commercial and mixed use zones to areas intended and designed for active recreation, and requires that all plantings be irrigated using a drip style irrigation system.
- 7-11a-12: Design Standards – Landscaping – Encourages multi-family residential developments to use plantings that require little to no irrigation, authorizes the use of artificial turf as a landscape element, requires the use of drip style irrigation systems for plantings and limits the use of irrigated turf grass to areas that are intended for active recreational use such as a play ground or sports field.
- 7-14-11: Residential Zoning Districts – Limits the total use of turf grass to 50% of the side yards and front yard of residential homes in subdivisions that received preliminary plan approval after April 1, 2023. Permits the use of artificial turf and requires drip style irrigation systems for plantings located in dry ground covers.
- 7-19-26: Park Strip Landscaping in Commercial and Industrial Subdivisions – Prohibits the use of irrigated turf grass in non-residential subdivisions, requires the use of drip style irrigation for required plantings and authorizes the use of artificial turf as a landscape element.

To be considered:

- Preservation and use of Health Trees: Review and update the City tree requirements for the preserving and planting of trees which have low or reasonable water requirements and are resistant to dry soil conditions.
- Ponds and pools. Consider adopting ordinances that limit the construction of private ponds and require measures on private pools that limit the amount of evaporation such as pool covers or prohibit pools of a certain size altogether.

Master Plans

The Tooele City Water Conservation Plan is hereby incorporated into the General Plan by this reference and includes the following recommendations:

- Develop a secondary water system using treated effluent water from the City's waste water reclamation plant for use on golf courses, school lawn areas, parks and other open spaces.
- Develop a distribution system to improve effective use of the City's irrigation shares in Middle Canyon Irrigation Company.
- Develop more efficient uses of Settlement Canyon Irrigation Company shares on City parks, cemetery and other open spaces.

- Emphasize a voluntary public conservation measure, including voluntary irrigation schedules.
- Ongoing replacement of aging water meters and water lines.
- Upgrade Pressure Reducing Vaults with SCADA for earlier detection of pressure problems.
- Institute water supply and water efficient landscaping education programs for the general public.
- The Tooele City Water Conservation Plan is to be updated every five years.
- Tooele City provides water conservation tips, messages, and information through the City's news letters and in the utility bill itself from time to time.

Education and Training Practices

- The Tooele City Public Works Director regularly visits local elementary schools and instructs the children on Tooele City's water systems and the need to conserve water.
- Tooele City's website provides water conservation resources and links to information at www.tooelecity.gov/waterconservation.

Rebates, Incentives & Rewards

Potential Rebates – The City has adopted revisions to its landscape ordinances in order to qualify for the State-sponsored Flip Your Strip Rebate Program through Utah Water Savers.

- Flip Your Strip – offer a rebate program to residents who replace the lawn in their park strip with a water-efficient design. Participating residents must meet all program requirements to be considered eligible for the rebate. Eligible participants can receive \$1.00 per square foot or \$1.25 per square foot if they attend a free park strip class.

Water Pricing

Water billing in Tooele City is comprised of two fees. The first of these fees is based upon the water meter size. The larger the water meter, the higher the base fee. The second of these fees is based upon the amount of water used. The more water used, the higher the cost per unit of water. Tooele City annually reviews the tiered water rates to incentivize water conservation. For current water rates and fees please refer to the Tooele City Finance Department's webpage at www.tooelecity.gov.

Improvements to the Physical System

- Tooele City requires a new development to provide water and sewer modeling. Water and sewer modeling assists in water conservation in that it causes developers to reduce their water use in order to reduce exaction rates. Water and sewer modeling indicate exactly what is needed in terms of water use and prevents excessive water use where water is not needed.
- Conversion of Public Landscapes – The City converts its streetscapes to bark and/or low water use trees and plants.
 - The City did begin converting the landscaping around City Hall from irrigated turf grass to a cobble landscape with shrub and tree plantings.
 - The Tooele City Library has begun a conversion process to replace irrigated turf grass with cobble landscaping including shrub and tree plantings.

- Tooele City has proposed plans to convert existing storm water detention basins from irrigated turf grass to water wise landscaping. All new storm water detention basins are required to be turf free and utilize drip irrigation systems when trees and shrubs are utilized.
- Tooele City is actively utilizing and enhancing advanced metering technology with the aim of transitioning all users to radio technology within the next five years. At present, Tooele City utilizes software, which enables data log downloads, error logs, and other features, though it does not support real time data tracking without out physically being at a meter.

Our plan to implement Advanced Metering Infrastructure aligns with the radio technology initiative and will enable real-time usage and data monitoring.

- Tooele City is actively replacing all existing irrigation controllers with water wise irrigation controllers and continues to require the same controllers for any new City owned park or landscaping requirement.

Consultation

This Water Use and Preservation element encourages consultation with the following agencies for information and technical resources regarding regional water conservation:

- The Division of Water Resources for information and technical resources regarding regional water conservation goals, including how the implementation of the land use element and water use and preservation element may affect the Great Salt Lake or health of the overall watershed.
- The Department of Agriculture and Food for information and technical resources regarding the potential health benefits of agriculture conservation easements and potential implementation of agriculture water optimization projects that would support regional water conservation goals and to identify and consider each agricultural protection area within the municipality. This identification will help avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture.
- The Division of Drinking Water for the establishment of source and storage minimum sizing requirements.
- <https://conservewater.utah.gov>: Utah division of water resources water conservation site.
- USU Extension: Center for water-efficient landscaping. Provides research and outreach to help improve the efficient use of water for landscape irrigation.
- Jordan Valley Water Conservancy District water conservation materials and programs.
- <https://www.utahwatersavers.com>: Rewards for participating in water-saving programs like water-smart landscaping, toilet replacement, and smart sprinkler controller installation.

Exhibit B

Staff Report

STAFF REPORT

July 15, 2025

To: Tooele City Planning Commission

Business Date: July 23, 2025

From: Planning Division

Community Development Department

Prepared By: Andrew Aagard, Community Development Director

Re: Water Use and Preservation Element – Tooele City General Plan Text Amendment

Applicant: Tooele City

Request: Request for approval of an amendment to the Tooele City General Plan to adopt and include a Water Use and Preservation Element as required by State Law.

BACKGROUND

Tooele City Staff is proposing the adoption of a new Water Use and Preservation Element that will address the City's current and future efforts to use its existing water supplies in a manner that promotes and encourages and in some cases requires water conservation. The Water Use and Preservation Element will be included in the existing Tooele City General Plan.

ANALYSIS

The Proposed Element. Utah State Code 10-9a-403 and 17-27a-403, respectively, require municipal legislative bodies to adopt and implement a new integrated water and land use, or, Water Use Preservation element by December 31, 2025. Some of the items to be included in the Water Use Preservation Element of the Tooele City General Plan include:

1. The effect of permitted development or patterns of development on water demand and water infrastructure.
2. Methods of reducing water demand and per capita water use for existing development.
3. Methods of reducing water demand and per capita water use for future development.
4. Modifications that can be made to local government's operations to reduce and eliminate wasteful water practices.
5. Active consultation with the public water system serving the community with drinking water regarding how the implementation of this integrated water and land use element may effect:
 - a. Water supply planning, drinking water sources, storage capacity, distribution planning, current master plans, infrastructure asset management or replacement plans and impact fee facility plans.
6. Consultation with the Division of Water Resources, Division of Drinking Water and the Department of Agriculture and Food.

The Water Use and Preservation Element as proposed is a fairly simple read. Staff's intention in writing this was to keep the element fairly short, concise and easy to read. Therefore the element is only 6 pages and is clearly divided into easy to read sections that address what the Water Use Preservation Element is and why it is in the General Plan, connection to the City's Water Conservation Plan, the current conditions of the City's water conservation efforts, ordinances and standards that are in place to facilitate water preservation, improvements to the system, education and training practices, incentives, water pricing, improvements to the physical system and consultation for water conservation practices.

Once adopted this element will become an official element in the Tooele City General Plan and should bring the City into compliance with the State's requirements.

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

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

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the General Plan Text Amendment request to include the Water Use and Preservation Element and has issued the following comments:

1. This element was not written by Community Development Staff alone but included input from the following City Staff:
 - a. Paul Hansen, Tooele City Engineer.
 - b. Jamie Grandpre, Tooele City Public Works Director.
 - c. Tooele City Attorney's office.
 - d. Shannon Wimmer, Tooele City Finance Director.
 - e. Darwin Cook, Tooele City Parks and Recreation Director.
 - f. Shilo Baker, Tooele City Administration.
2. Staff is confident that the element as proposed will meet or exceed the minimum requirements for a Water Use and Preservation Element as required by State Codes described in the body of this report.
3. Tooele City has already taken great steps to reduce the water use of both existing and future development by amending many ordinances to prohibit the use of thirsty turf grass in areas that are not utilized for active recreation.
4. It is the intent of Community Development Staff to keep the Water Use and Preservation Element short and in a concise, easy to read format.

Engineering & Public Works Review. Both the Tooele City Engineer and Public Works Director assisted the Community Development Department in writing this element and provided critical feedback in regards to the water system, sewer and water modeling and so forth.

Fire Department Review. The Tooele City Fire Department was not involved in the writing of this element and did not review the element for feedback.

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

STAFF RECOMMENDATION

Staff recommends the Planning Commission carefully weigh this request for a General Plan Text Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-3 and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

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

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

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele City General Plan Text Amendment for the purpose of adopting a Water Use and Preservation Element and including it in the current Tooele City General Plan, based on the findings discussed in this meeting and included in this staff report dated July 15, 2025:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele City General Plan Text Amendment for the purpose of adopting a Water Use and Preservation Element and including it in the current Tooele City General Plan, based on the findings discussed in this meeting and included in this staff report dated July 15, 2025:”

1. List findings ...

TOOELE CITY CORPORATION

ORDINANCE 2025-24

AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING MAP DESIGNATION FROM MU-160 MULTIPLE USE ZONE TO R1-7 RESIDENTIAL ZONE FOR APPROXIMATELY 0.81 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 600 SOUTH CANYON ROAD.

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

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

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

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

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

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

WHEREAS, the City received an Amendment Petition for a Zoning Map amendment for property located at approximately 600 South Canyon Road on June 24, 2025, requesting that the zoning be re-assigned from the MU-160 Multiple Use Zone to the R1-7 Residential zoning district. (See Staff Report and Mapping attached as Exhibit A, and Amended Petition and Applicant Submitted Information attached as Exhibit B); and,

WHEREAS, the Subject Property is owned by Ronald Hall, and currently bears two zoning designations, with the majority already designated as R1-7 Residential; and,

WHEREAS, on July 23, 2025, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its positive recommendation to the City Council; and,

WHEREAS, on August 6, 2025, the City Council convened a duly-noticed public hearing:

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

1. this Ordinance and the Zoning Map amendment proposed therein is in the best interest of the City, in that it will provide consistent zoning for the entire property and facilitate development; and,
2. the Zoning Map is hereby amended for the property located at approximately 600 South Canyon Road as requested and illustrated in Exhibit B, attached, from the MU-160 Multiple Use Zone to the R1-7 Residential zoning district.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

Staff Report and Mapping Pertinent to Land Use Amendment

STAFF REPORT

July 16, 2025

To: Tooele City Planning Commission
Business Date: July 23, 2025

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, City Planner / Zoning Administrator

Re: Hall's Hollow – Zoning Map Amendment Request

Application No.: 2025061
Applicant: Ronald Hall
Project Location: Approximately 600 South Canyon Road
Zoning: MU-160 Multiple Use Zone & R1-7 Residential
Acreage: .81 Acres (Approximately 35,283 ft²)
Request: Request for approval of a Zoning Map Amendment in the MU-160 Multiple Use zone regarding re-assigning a portion of the subject property to the R1-7 Residential zoning district.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately .81 acres located at approximately 600 South Canyon Road. The property currently bears two zoning designations. The majority of the property is zoned R1-7 Residential with a minor portion of the property bearing the MU-160 Multiple Use zoning district. The applicant is requesting that a Zoning Map Amendment be approved to allow for the development of the currently vacant site as single-family residential and needs to have the entire property zoned as R1-7 Residential to facilitate the development.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property currently bears two zoning districts. The R1-7 portion yields a density of approximately 5 units per acre. The MU-160 zone is one unit per each 160 acre lot. The R1-7 Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation, however, the MU-16 Multiple Use zoning district is not. Properties located to the north are zoned R1-7 Residential. Properties to the east and to the south are zoned MU-160. Properties to the east are zoned MU-160. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The current boundaries of the zoning districts do not match up with the property lines. The applicant’s intentions are to divide the .81 acre parcel of record into single-family lots for new home construction. In order to facilitate subdivision of this parcel of record into smaller single-family lots the entire property needs to have the R1-7 Residential zoning district.

The R1-7 zoning district is a zone that permits single-family residential and two-family residential uses with Accessory Dwelling units. Typical lot size in this zone is a minimum of 7,000 square feet with no lot size maximum. Commercial uses are limited to home occupations and with home occupations the commercial business must be secondary or ancillary to the main residential uses.

The MU-160 zoning district is more of a holding zone and is typically attached to properties that are either sensitive due to slope and geologic conditions or are otherwise difficult for development. The MU-160 zone permits residential but requires that each residential dwelling be on very large a 160 acre lot.

Land Use Map. The Tooele City Land Use map designates the entire property for Medium Density Residential (MDR). The MDR land use designation requires the R1-7, R1-8 and R1-10 Residential zoning districts so the request to re-assign the zoning from MU-160 to R1-7 is in compliance with the City's Land Use Map.

Sensitive Area Overlay. The property is located within the sensitive area overlay. The Sensitive Area Overlay is defined in Tooele City Code 7-12. The overlay doesn't prohibit residential development but does have specific requirements in regards to dealing with slope, cut, fill, roads and other aspects of development that may deal with slope and geologic conditions not normally seen on flatter areas of the city. The regulations of the Sensitive Area Overlay are addressed during subdivision review and are not pertinent to the zoning of the property. By changing the zoning to R1-7 the overlay will remain in tact unless it is specifically removed by the City Council.

Access. The site has two points of access to SR-36 Main Street. On the east side the property has frontage onto Canyon Road which is a public street. The other access is on the west side and is a private easement extending through property owned by the First Baptist Church and provides access to the City's Wig Wam Park located south of the subject property. This is not a public street but the public does have access to this road due to easement conditions. The applicant, Mr. Hall, has stated that he has a right to that easement and is able to utilize this easement to provide access to his development. Though not pertinent to a Zoning Map Amendment request, this will need verification during the subdivision review process.

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 Sensitive Area Overlay has no bearing on the zoning assignment. The Sensitive Area Overlay largely pertains to development standards regarding access, slopes, cut, fill and so forth. These issues are reviewed and addressed during subdivision review.
2. This Zoning Map Amendment is really more of a house keeping amendment to bring the boundaries of the zoning map into alignment with the property boundaries. The majority of the property is already zoned R1-7 Residential.
3. The request to change the zoning to R1-7 is in compliance with the City's Land Use Map.

Engineering and Public Works Division Review. The Tooele City Engineering and Public Works Divisions do not typically review legislative items such as Zoning Map Amendments and as such have not issued any comments.

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

Noticing. The applicant has expressed their desire to rezone the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes. As of the date this staff report was written no comments have been received by Staff.

STAFF RECOMMENDATION

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

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

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

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the Tooele City General Plan.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.
6. The request to change the zoning to R1-7 is in compliance with the City's Land Use Map.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Hall's Hollow Zoning Map Amendment Request by Ronald Hall to re-assign property located at approximately 600 South Canyon Road from the MU-160 Multiple Use zoning district to the R1-7 Residential zoning district, application number 2025061, based on the findings listed in the Staff Report dated July 16, 2025:”

1. List any additional findings and conditions...

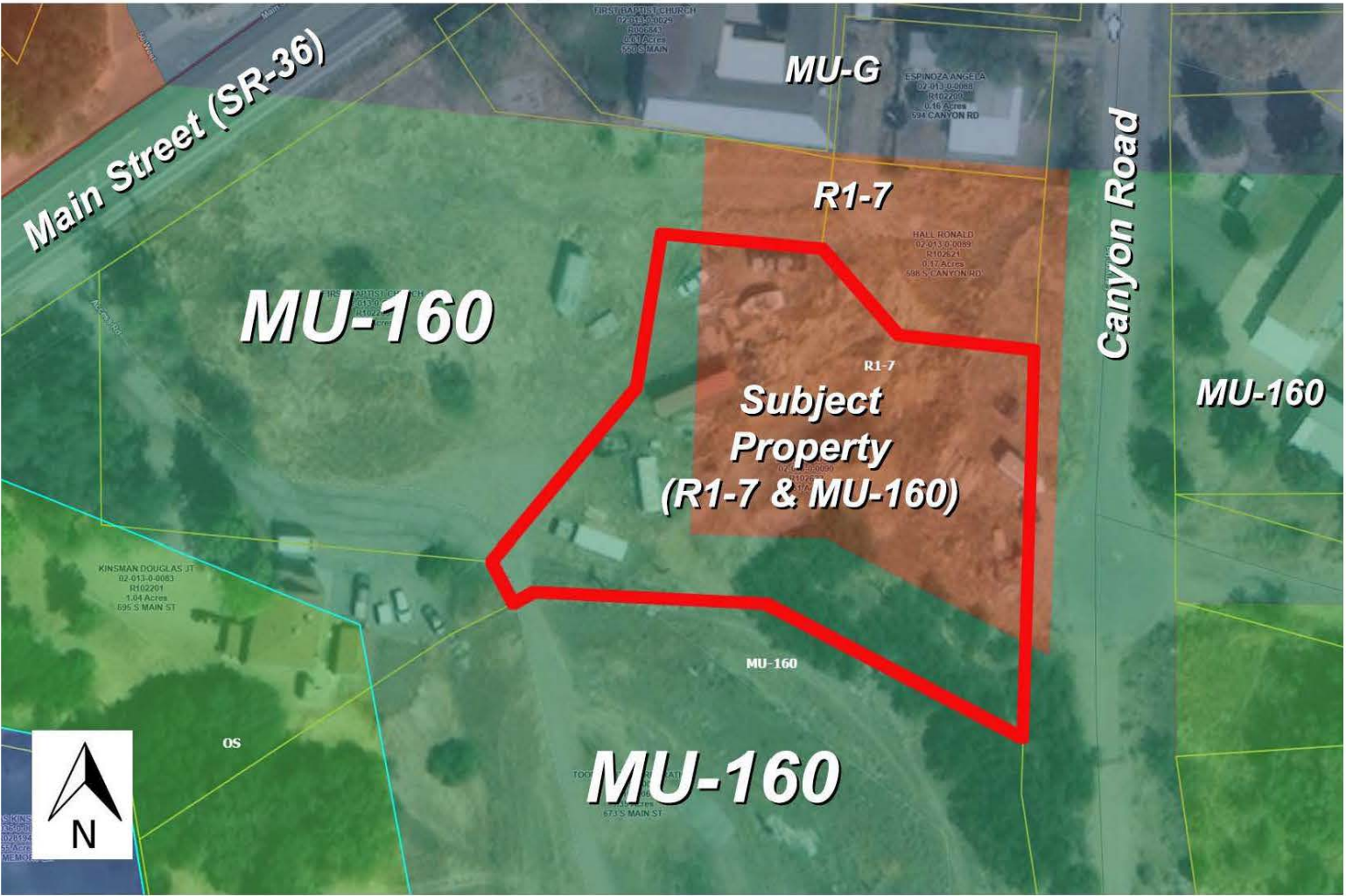
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Hall's Hollow Zoning Map Amendment Request by Ronald Hall to re-assign property located at approximately 600 South Canyon Road from the MU-160 Multiple Use zoning district to the R1-7 Residential zoning district, application number 2025061, based on the following findings:”

1. List findings...

MAPPING PERTINENT TO THE HALL'S HOLLOW ZONING MAP AMENDMENT

Aerial View

Hall's Hollow Zoning Map Amendment



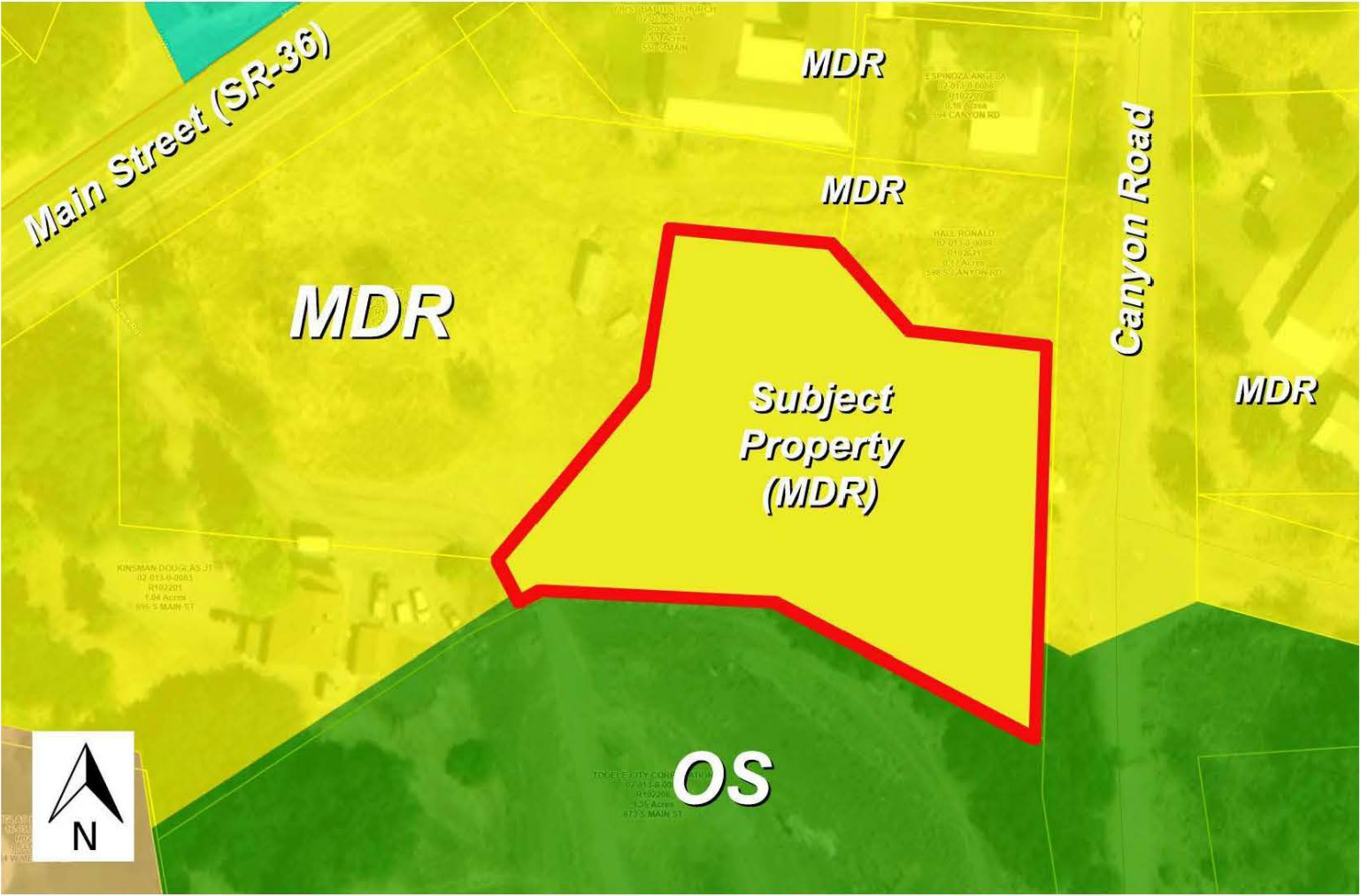
Current Zoning

Hall's Hollow Zoning Map Amendment



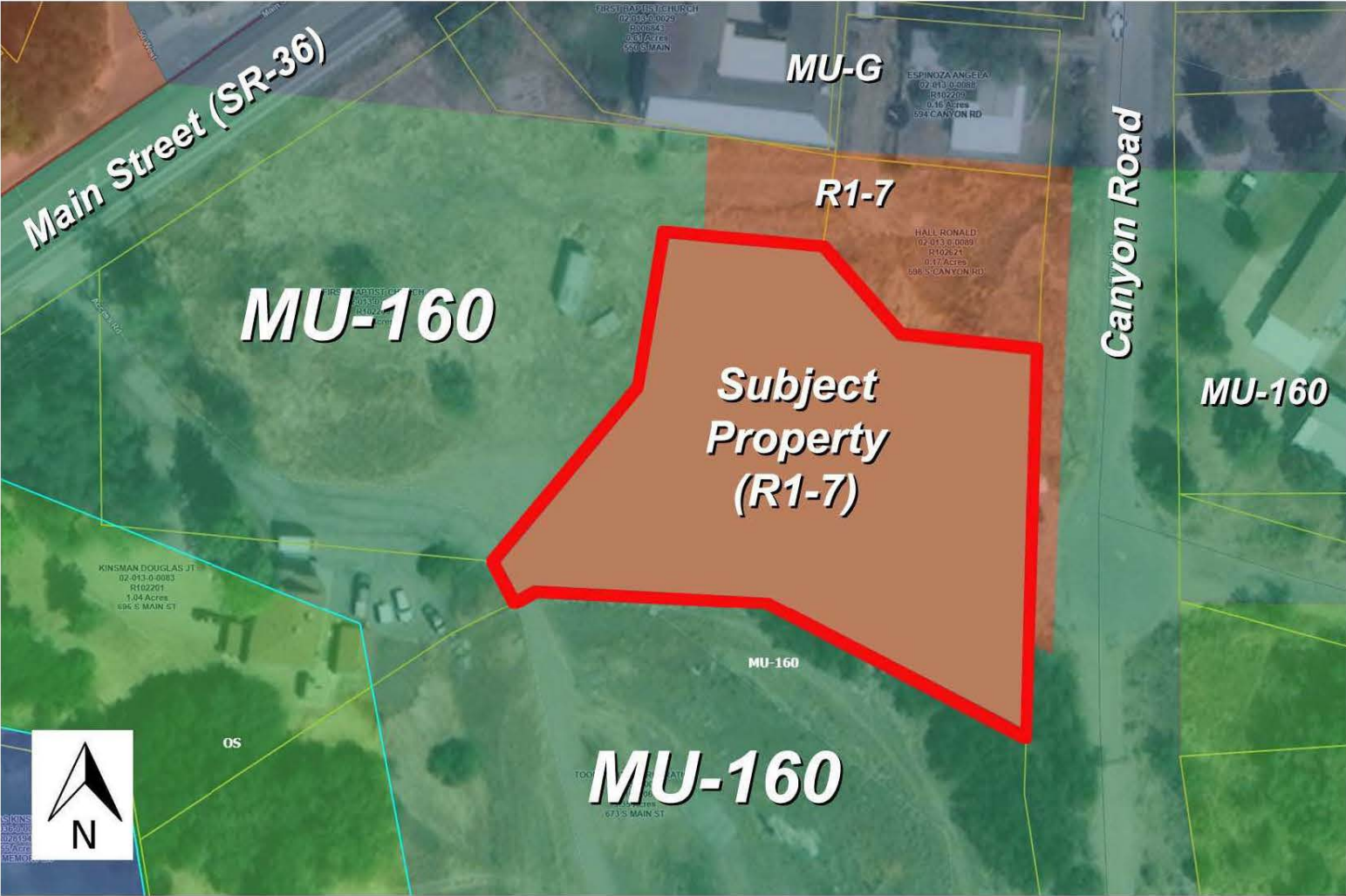
Proposed Changes

Hall's Hollow Zoning Map Amendment



Current Land Use

Hall's Hollow Zoning Map Amendment



Proposed Zoning

Exhibit B

Amendment Petition and Applicant Submitted Information

Zoning Map Amendment Application

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



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

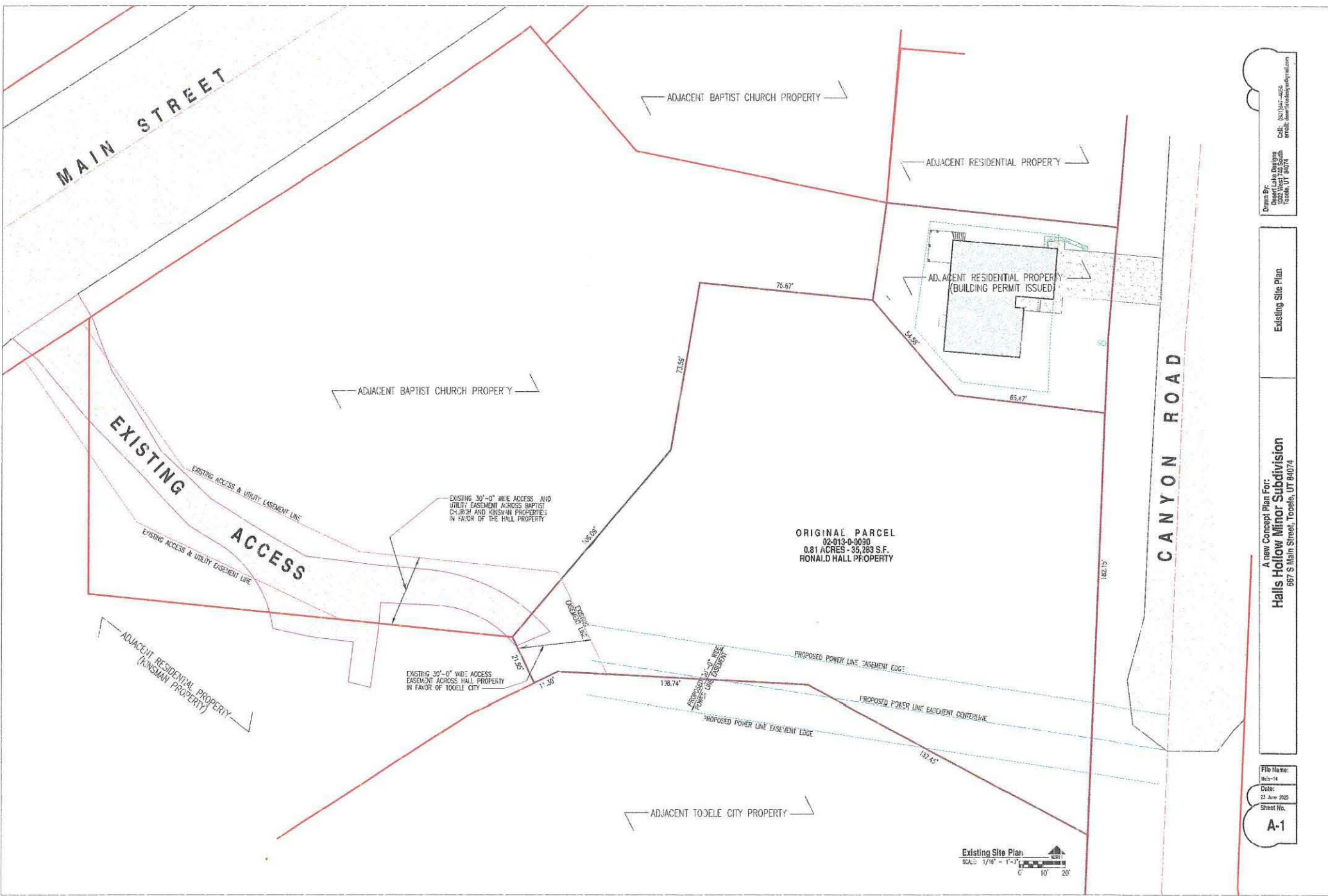
Project Information			
Date of Submission: 24 JUNE 2025	Current Zoning: R1-7 M4160	Proposed Zoning: R1-7	Parcel #(s): 02-013-0-0080
Project Name: Halls Hollow			Acres: 1.81
Project Address: 6005 Canyon Road (Not exact address)			
Does the proposed Zoning Comply with the General Plan: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Brief Project Summary: Amend Parcel to make it all R1-7			
Property Owner(s): Ronald L Hall		Applicant(s):	
Address: 176 Heritage Hill DR		Address:	
City: Tooele	State: Ut	Zip: 84074	
Phone: (801) 830-9507		Phone:	
Contact Person: Ron Hall		Address:	
Phone:		City:	State: Zip:
Cellular: (801) 830-9507	Fax:	Email: uniqueexcavation11@gmail.com	

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

Note to Applicant:

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

For Office Use Only			
Received By: Jade	Date Received: 7/7/25	Fees: \$1,000	App. #: 7196057



Drawn By:
Desert Lake Design
1000 N. Main Street
Tropic, UT 84074
Cell: 801-344-4455
Email: desertlakedesign@gmail.com

A new Concept Plan For:
Halls Hollow Minor Subdivision
987 S Main Street, Tropic, UT 84074

Existing Site Plan

File Name:
840-14
Date:
23 June 2025
Sheet No.
A-1

Existing Site Plan
SCALE: 1/8" = 1'-0"
0 10 20'

MAIN STREET

LOT 01:
 LOT SIZE: 9,436 SF
 EASEMENT AREA: 1,219 SF
 RETENTION AREA: 1,035 SF
 7,182 SF = USEABLE LOT
 COVERAGE (FLAG PORTION):
 STRUCTURE: 1,860 SF
 DRIVEWAY: 530 SF
 PAD: 144 SF
 TOTAL COVERAGE: 2,540 SF
 TOTAL OPEN: 4,642 SF

LOT 02:
 LOT SIZE: 9,552 SF
 COVERAGE: 2,301 SF
 7,251 SF = FLAG PORTION
 COVERAGE (FLAG PORTION):
 STRUCTURE: 2,008 SF
 DRIVEWAY: 893 SF
 PAD: 144 SF
 TOTAL COVERAGE: 3,045 SF
 TOTAL OPEN: 4,205 SF

LOT 03:
 LOT SIZE: 7,287 SF
 COVERAGE: 2,004 SF
 STRUCTURE: 558 SF
 DRIVEWAY: 144 SF
 PAD: 144 SF
 TOTAL COVERAGE: 2,706 SF
 TOTAL OPEN: 4,581 SF

LOT 04:
 LOT SIZE: 9,008 SF
 COVERAGE: 2,026 SF
 STRUCTURE: 581 SF
 DRIVEWAY: 144 SF
 PAD: 144 SF
 TOTAL COVERAGE: 2,731 SF
 TOTAL OPEN: 3,277 SF

EXISTING ACCESS
 EXISTING ACCESS & UTILITY EASEMENT LINE
 ACCESS

ADJACENT BAPTIST CHURCH PROPERTY

ADJACENT BAPTIST CHURCH PROPERTY

EXISTING 30'-0" WIDE ACCESS AND UTILITY EASEMENT ACROSS BAPTIST CHURCH AND KINSMAN PROPERTIES IN FAVOR OF THE HALL PROPERTY

EXISTING 30'-0" WIDE ACCESS EASEMENT ACROSS HALL PROPERTY IN FAVOR OF TODELE CITY

NEW STORMWATER RETENTION POND (EASEMENT ON LOT #1)

ADJACENT BAPTIST CHURCH PROPERTY

ADJACENT RESIDENTIAL PROPERTY

ADJACENT RESIDENTIAL PROPERTY (BUILDING PERMIT ISSUED)

CANYON ROAD

ADJACENT TODELE CITY PROPERTY

LOT 02

LOT 01

LOT 03

LOT 04

Proposed New Site Plan

SCALE: 1/8" = 1'-0"

Drawn By: [Name]
 Date: 10/1/2014
 Title: [Title]
 Project: [Project]
 To: [To]
 From: [From]

Proposed New Site Plan

A new Concept Plan For:
Halls Hollow Minor Subdivision
 667 S Main Street, Tooele, UT 84074

File Name:
 10-14
 Date:
 10 Nov 2015
 Sheet No.
A-2

TOOELE CITY CORPORATION

ORDINANCE 2025-25

AN ORDINANCE OF TOOELE CITY UPDATING THE CITY CODE BY AMENDING TOOELE CITY CODE TITLE 10 (TRAFFIC CODE) CHAPTER 3 PART 5 and PART 24.

WHEREAS, Tooele City Code Title 10 regulates parking in Tooele City, and,

WHEREAS, the City Administration recommends amending Title 10 Chapter 3 Part 5 and 24 as shown in Exhibit A and as summarized below:

- Chapter 3-5 (Parking Not to Obstruct Traffic): increase width requirement from 10 feet to 12 feet; and,
- Chapter 3-24 (Stopping or Parking – Roadway Without Curb): eliminate from code; and,

WHEREAS, the proposed amendments shown in Exhibit A have been formulated by the City Attorney in cooperation with the Tooele City Police Department, which enforces the TRAFFIC CODE; and,

WHEREAS, the proposed amendments serve to modernize, correct, supplement, and clarify Title 10, making Title 10 serve the best interests of Tooele City and the public:

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

1. Tooele City Code Title 10 Chapter 3 Part 5 is hereby amended as shown in Exhibit A; and,
2. Tooele City Code Title 10 Chapter 3 Part 24 is hereby eliminated 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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matt Johnson, City Attorney

Exhibit A

Text Amendments (Redline)

~~10-3-24. Stopping or Parking - Roadways Without Curb.~~

~~(1) No person shall stop, park, or leave standing any vehicle, whether attended or unattended, upon any street without a curb, when it is practical to stop, park, or so leave such vehicle off the street. In every event, any parked vehicle shall be parked in the direction of lawful traffic movement with an unobstructed width of the street opposite the standing vehicle left for the free passage of other vehicles, leaving a clear view of such stopped vehicles.~~

~~(2) This Section shall not apply to the driver of any vehicle which is disabled while on a street in such a manner and to such an extent that it is impossible to avoid stopping and temporarily leaving the disabled vehicle in that position.~~

~~10-3-5. Parking Not to Obstruct Traffic.~~

No person shall stop, stand, or park a vehicle upon a public right-of-way in such a manner as to leave available less than ~~ten~~ 12 feet of the width of a roadway for the free movement of vehicular traffic.

TOOELE CITY CORPORATION

RESOLUTION 2025-63

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF HAYAT GARTAS AND IAN HURLEY TO THE TOOELE CITY TREE ADVISORY BOARD.

WHEREAS, on November 17, 2021, the City Council approved Ordinance 2021-38, enacting a Tree Ordinance (Tooele City Code Chapter 8-17) and creating a Tree Advisory Board, composed of seven members appointed by the Mayor with City Council consent; and,

WHEREAS, Tooele City Code Section 8-17-4 provides the following about the Tree Advisory Board:

8-17-4. Tree advisory board.

There is hereby created a Tree Advisory Board, hereinafter referred to as the "Board."

(1) Duties. The Board shall act in an advisory capacity to the Director and shall:

- (a) Coordinate and promote Arbor Day activities;
- (b) Review, update, and recommend a five-year plan to plant and maintain trees on city property;
- (c) Support public awareness and education programs relating to trees;
- (d) Review city department concerns relating to tree care;
- (e) Submit an annual report of its activities to the Director, who shall submit the report to the Mayor;
- (f) Assist with the annual application to renew the Tree City USA designation;
- (g) Recommend a list of tree species for planting on city property, with a particular list of tree species for planting in the park strips, and a list of prohibited species; and,
- (h) Other duties that may be assigned by the Director.

(2) Membership. The Board shall consist of seven members approved by Mayor with the consent of the City Council. Members of the Board are volunteers and will serve without compensation.

(3) Term of office. Board members shall be appointed for three-year staggered terms. If a vacancy occurs during the term of any member, a successor shall be appointed.

(4) Officers. The Board shall annually select one of its members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.

(5) Meetings. The Board shall meet a minimum of four times each year. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed. The Board is not a public body for purposes of the Utah Open Meetings Act.

(6) Council liaison. The City Council may select one of its own members to attend and participate in Board meetings as a Board liaison to the Council, but who is not a member of the Board.

WHEREAS, the Mayor has appointed Hayat Gartas to the Tree Advisory Board with the appointment date and term shown on Exhibit A, replacing board member Elizabeth Poff whose term expired on December 31, 2024, and seeks City Council consent; and,

WHEREAS, the Mayor has appointed Ian Hurley to the Tree Advisory Board with the appointment date and term shown on Exhibit A, to complete the unexpired term of resigned board member Robyn Gallacher, and seeks City Council consent; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that consent is hereby given to Mayor Winn's appointment of Hayat Gartas and Ian Hurley to the Tooele City Tree Advisory Board, with the appointment dates and terms shown on Exhibit A.

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

Passed this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

Tree Advisory Board Appointments

Board Member	Term Begin Date	Term End Date	First Appointed
Trent Bristol	June 1, 2022	December 31, 2025	June 1, 2022
Ian Hurley	August 6, 2025	December 31, 2025	August 1, 2025
Hayat Gartas	August 6, 2025	December 31, 2027	August 1, 2025
Julie Ann Prescott	May 15, 2024	December 31, 2027	June 1, 2022
Stephen Sagers	May 15, 2024	December 31, 2027	June 1, 2022
Virginia Hooper	February 7, 2024	December 31, 2025	February 7, 2024
Justin Wiker	May 15, 2024	December 31, 2025	May 1, 2024

TOOELE CITY CORPORATION

RESOLUTION 2025-67

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TROJAN TECHNOLOGIES CORPORATION FOR UV DISINFECTION EQUIPMENT.

WHEREAS, Tooele City owns and operates a water reclamation facility ("Facility") for treatment of sewage and the production of reusable solids and irrigation water; and,

WHEREAS, the Facility has been in operation since about 2000 and is in need of repairs and upgrades, including new UV disinfection equipment ("Project"); and,

WHEREAS, on December 18, 2024, the City Council approved Resolution 2024-95, retaining J-U-B Engineers Inc. for Facility repair and upgrade engineering design services; and,

WHEREAS, JUB on behalf of the City, solicited public bids for the Project in accordance with the City's procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Trojan Technologies Corporation was the lowest responsible bidder, with a total cost proposal of \$ 699,018 (see Bid Tabulation attached as Exhibit A), and, based on JUB's experience with trojan Technologies and knowledge of Trojan Technologies capabilities, JUB recommends that Trojan Technologies be awarded the contract for the Project; and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$69,902) 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 the City Council hereby approves an agreement (attached as Exhibit B) with Trojan Technologies Corporation in the amount of \$699,018.00 for the furnishing of UV Disinfection equipment at the Facility, and an additional 10% contingency (in the amount of \$69,902) 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 Tooele City Council this ____ day of _____ 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

Bid Tabulation

**WRF 2025 Miscellaneous Improvements
UV Disinfection Equipment Procurement
Bid Date: April 2, 2025**

	Trojan	Suez	Glasco
Cost of Goods, Services, and Tax (Base Bid)	\$633,501	\$485,780	\$436,537
Anticipated Operational and Maintenance Cost (20 year total, 5% Annual Interest Rate)	\$357,363	\$426,763	\$408,112
Total Life Cycle Cost:	\$990,864	\$912,543	\$844,649

The vendor bids are evaluated based on the evaluation criteria specified in section 00 31 00 of the bid form. The purpose of the criteria selected for evaluating the bid is to assess the experience, performance efficiency, quality, operational and maintenance ease, capital, and operating costs of the equipment. This thorough approach to selection ensures that the selected UV equipment best fits Tooele City's needs, extending beyond the capital cost. The UV Signa equipment proposed by Trojan Technologies is the most qualified, based on the evaluation matrix shown below.

Evaluation Summary:

Criteria	Weight	Weighted Points:		
		Trojan Points	Suez Points	Glasco Points
Experience (Form 00 31 00D)	25	25.0	20.0	18.3
Design and Performance (Form 00 31 00E)	25	23.1	20.5	16.8
Operation & Maintenance (Form 00 31 00F)	25	22.4	20.1	18.6
Cost (Form 00 31 00G)	25	20.8	23.0	25.0
Total Weighted Score:		91.3	83.6	78.7

Experience (Form 00 31 00 D):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Number of Units	25	25	20	15
Reference List	25	25	25	20
Installation List	25	25	15	20
Total:	75	75	60	55

Design and Performance (Form 00 31 00 E):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
General Criteria				
Provide a performance guarantee for the proposed UV unit for operating under the design and performance criteria stated in the parts 1.07 and 1.08 of section 46 66 50.	25	20	20	25
Design Criteria				
Provide the total number of banks per channel required to meet the design criteria as described in Part 1.07 of specification Section 46 66 50.		20	20	16
Describe the number of redundant banks and lamps that can fit in the existing channel 2 in addition to the proposed UV configuration.	5	4	3	5
Provide the available lamp turndown range.	5	5	3	5
Provide the validated sleeve fouling derating factor used in design	10	10	10	4
Provide the UV lamp warm-up time.	15	15	9	15
Provide the channel head loss at the design flow and dosage described in part 1.07B in section 46 66 50. Provide the required weir height downstream (as measured from the bottom of the channel) of the UV system for smooth operation at design conditions.	10	8	10	10
Physical Design				
Provide scaled and dimensioned general arrangement drawings of the proposed UV modules and supporting equipment.	25	20	25	5
Indicate the required channel length to meet the design criteria given in Part 1.07 of Section 46 66 50.	15	15	12	9
Describe the module cleaning system.	20	20	8	8
Describe how UV banks are mounted/installed in a channel.	10	10	8	10
Describe any features used to prevent short circuiting of flow around the UV bulbs and banks.	10	10	8	8

Electrical and Instrumental				
Provide Process, Control, and Instrumentation diagrams. Indicate sheet number(s) of relevant information.	15	15	15	3
List the required instrumentation provided with each module. List additional instrumentation provided with the UV equipment package.	10	8	8	6
Indicate number of installations using Allen Bradley hardware (PLC, OIT, VFD) in your control panels?	5	5	5	5

Operation & Maintenance (Form 00 31 00 F):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Maintenance Items				
List equipment or appurtenances that can only be maintained when equipment is taken out of service?	15	15	12	9
Describe the procedure to change a lamp and sleeve.	15	15	15	12
Describe the procedure to change a ballast.	15	12	15	15
At what frequency do sleeve wipers need to be replaced? (if applicable)	15	9	12	15
Equipment Operation				
Describe the startup and shutdown procedures or sequences for a single UV channel.	10	10	10	6
Describe the control system and strategies used to meet UV demand.	20	20	12	8
Describe safety features provided with equipment	25	25	15	15
Describe the bank lifting mechanism.	25	25	15	15

Replacement of Parts

List the part or equipment with the longest fabrication and delivery time. Give approximate cost, time to fabricate and deliver.

15

9

12

15

List most common wear item, replacement interval, and cost.

15

9

16

15

Factory Service

Indicate where service will be provided from for this project.

15

15

12

9

Are there any maintenance procedures that must be performed by a factory service technician? If so, list procedure.

15

15

15

15

Cost (Form 00 310 00 G):

Question/Criteria	Points Possible	Trojan Score	Suez Score	Glasco Score
Life Cycle Cost	200	166	184	200

Exhibit B

Agreement

00 52 00 - AGREEMENT BETWEEN BUYER AND SELLER

UV DISINFECTION EQUIPMENT PROCUREMENT

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THIS AGREEMENT is by and between

Tooele City Corporation ("Buyer")
and Trojan Technologies Corp ("Seller").

Buyer and Seller hereby agree as follows:

ARTICLE 1 – GOODS AND SPECIAL SERVICES

- 1.01 Seller shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows:
- A. Provide Goods and Special Services to furnish **UV Disinfection Equipment** and related appurtenances.
- 2.02 The Buyer shall execute the Agreement and administer the Contract for Special Services associated with the preparation of Shop Drawings and other Submittals required for the project. The guaranteed money for the Special Services shall not exceed 5% of the total equipment cost.
- 2.03 The Buyer is not obligated under this Agreement beyond Special Services until it issues a "Notice to Commence Fabrication" to the Seller. A Notice to Commence Fabrication may be issued at any time for a maximum period of 365 days after the final approval of shop drawings and submittals as part of the Special Services. The Buyer will assign the remainder of this contract to the Contractor prior to issuing the Notice to Commence Fabrication.
- 2.04 The Seller shall deliver the required Bonds and insurance certificates in accordance with Article 4 of the General Conditions.

ARTICLE 3 – ENGINEER

- 3.01 The Contract Documents for the Goods and Special Services have been prepared by J-U-B Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Seller's furnishing of Goods and Special Services.

ARTICLE 4 – POINT OF DESTINATION

- 4.01 The Point of Destination is designated as:

**TOOELE WATER RECLAMATION FACILITY
3300 N 1200 W
TOOELE, UT 84074**

ARTICLE 5 – CONTRACT TIMES

5.01 *Time of the Essence*

- A. All time limits for Milestones, if any, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Contract Documents, are of the essence of the Contract.

5.02 *Milestones*

- A. *Days for Submittal of Shop Drawings and Samples.* Seller shall submit all Shop Drawings and Samples required by the Contract Documents to Buyer for Engineer's Review in accordance with the following schedule. It is the intent of the parties that submittals be in accordance with Section 01 33 00.

Special Services				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
Seller's First Shop Drawing Submittal	Effective Date of Agreement	10		
First Shop Drawing Returned to Seller	Effective Date of Agreement	20		
Seller's Second Shop Drawing Submittal	Effective Date of Agreement	30		
Second Shop Drawing Returned to Seller	Effective Date of Agreement	40		
Final Shop Drawing Submittal for Approval	Effective Date of Agreement	60		

- B. *Days to Achieve Delivery of Goods.* The Goods are to be delivered to the Point of Destination and ready for Buyer's receipt in accordance with the following schedule.

Goods				
Item	Notice to Begin Contract Times	Maximum	Contract	Time
		Beyond Notice (Days)		
UV Disinfection Equipment Delivery	Notice to Commence Fabrication of System	270		

- C. The Seller shall not commence manufacture of any Goods until the Buyer issues a Notice to Commence Fabrication. Goods shall be delivered in accordance with Article 6 of the General Conditions.
- D. It is Buyer's intent to issue a Notice to Fabricate for **UV Disinfection Equipment** within 365 days following final approval of shop drawings and submittals as part of the Special Services.

5.03 *Liquidated Damages*

- A. Buyer and Seller recognize that Buyer will suffer financial loss if the Goods are not delivered at the Point of Destination and ready for receipt of delivery by Buyer within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the requirements of Paragraph 5.02. Further, they recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Buyer if complete acceptable Goods are not delivered on time. Accordingly, instead of requiring such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$350 for each day that expires after the time specified in Paragraph 5.02.A for delivery of Special Services items and \$600 for each day that expires after the time specified in Paragraph 5.02.B. The total aggregate amount of liquidated damages to be paid Seller under this Agreement shall not, in any event, exceed 50% of the Contract Price actually paid to the Buyer hereunder.

ARTICLE 6 – CONTRACT PRICE

- 6.01 Buyer shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents as follows:
 - A. A Lump Sum of \$_____ for the Special Services.
 - B. A Lump Sum of \$_____ for the Goods.
 - C. The Contract Price for Goods and Special Services shall remain valid if the Buyer issues a Notice to Commence Fabrication within the timeframe noted in Article 5.02.D.
 - D. Adjustment of the contract price for the Goods may be made if the Notice to Commence Fabrication is issued after the 365 days following final approval of Shop Drawings and Samples. The contract price will be adjusted through Change Order based on the ratio of the Producers Price Index for Finished Goods of the month the Notice to Commence Fabrication is issued to the month of the Effective Date of the Agreement.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payment

- A. Seller shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments for Special Engineering Services

- A. Buyer shall make progress payments on account of the Contract Price on the basis of Seller's Applications for Payment as follows:

Special Services		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Special Services Payment	Execution of Agreement including delivery of bonds and insurance	25 percent of the Contract price for Special Services
Second Payment Special Services	Engineer's completed review of all submittals/shop drawings with a response of No Exceptions Taken.	75 percent of the Contract price for Special Services

Goods		
Payment	Contract Milestone	Maximum Allowable Payment Amount
First Goods Payment	Notice to Commence Fabrication of all equipment	10 percent of the Contract price for the Goods
Second Goods Payment	Delivery to Point of Destination of all equipment.	70 percent of the Contract price for the Goods.
Third Goods Payment	Completion of commissioning, startup, field services and O&M Manuals.	10 percent of the Contract price for the Goods
Fourth (Final) Goods Payment	Successful completion of performance testing and Services After Startup.	10 percent of the Contract price for the Goods

ARTICLE 8 – INTEREST

- 8.01 All monies not paid when due as provided in Article 10 of the General Conditions shall bear interest at the statutory rate.

ARTICLE 9 – SELLER’S REPRESENTATIONS

- 9.01 In order to induce Buyer to enter into this Agreement, Seller makes the following representations:
- A. Seller has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, as applicable to Seller's obligations identified in Article 1 above.
 - B. If, in Seller's judgment, any local condition may affect cost, progress, or the furnishing of the Goods and Special Services, Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - C. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and the furnishing of the Goods and Special Services.
 - D. Seller has carefully studied, considered, and correlated the information known to Seller; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Seller's visits, if any, to the Point of Destination and site where the Goods are to be installed or Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
 - E. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
 - F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement

2. Performance Bond
3. Payment Bond
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in table of contents of the Project Manual;
7. Drawings, with each sheet bearing the following general title:

**WRF 2025 MISCELLANEOUS IMPROVEMENTS
UV DISINFECTION EQUIPMENT PROCUREMENT**

8. Addenda (Numbers ____ to ____, inclusive); Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A-1 to Agreement between Buyer and Seller dated ____, Assignment of Contract; Consent to Assignment; and Acceptance of Assignment.
 - b. Exhibit A-2 to Agreement between Buyer and Seller dated ____, Agreement to Assignment by Seller's Surety.
 - c. Seller's Bid, solely as to the prices set forth therein (pages ____ to ____, inclusive);
 - d. Documentation submitted by Seller prior to Notice of Award (pages ____ to ____, inclusive);
 - e. _____ ;
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice of Award
 - b. Notice to Commence Fabrication;
 - c. Change Order(s);
 - d. Work Change Directive(s).
- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

11.02 *Assignment of Contract*

- A. Buyer has the right to assign this Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient ability to satisfy all of Buyer's obligations under this Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Agreement.
 - 1. The Contract will be executed in the name of Buyer initially and will be assigned to a construction contractor designated by Buyer. Such construction contractor's responsibilities will include the installation of the Goods. The assignment is expected to occur following final approval of shop drawings and submittals as part of the Special Services. As of the date of acceptance of assignment by the construction contractor, all references in the Contract Documents to Buyer shall mean the designated construction contractor.
 - 2. The assignment of the Contract shall relieve the assignor from all further obligations and liabilities under this Contract. After assignment, Seller shall become a subcontractor or supplier to the assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Contract shall become the rights, duties, and obligations of the assignee.
 - 3. After assignment:
 - a. All performance warranties, guarantees, and indemnifications required by the Contract Documents will continue to run for the benefit of assignor and, in addition, for the benefit of the assignee. However, if assignor and assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim.
 - b. Except as provided in this Paragraph 11.02.A.3.b, all rights, duties, and obligations of Engineer to assignee and Seller under this Contract will cease.
 - 1) Engineer will review Seller's Applications for Payment and make recommendations to assignee for payments as provided in Paragraphs 10.02 and 10.06 of the General Conditions.
 - 2) Upon the written request of either the assignee or Seller, Engineer will issue with reasonable promptness clarifications or interpretations of the Contract Documents pursuant to the terms of Paragraph 9.02.A of the General Conditions.

- B. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. Specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Buyer and Seller. The Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 *Limitations*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.
- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Seller's liability, and upon Seller with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Seller under this Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Agreement. Counterparts have been delivered to Buyer and Seller. All portions of the Contract Documents have been signed or identified by Buyer and Seller or on their behalf.

This Agreement will be effective on 7/30/2025 (which is the Effective Date of the Agreement).

Buyer: Tooele City Corporation

Seller: Trojan Technologies Corp

By: _____

By: _____

Address for giving notice:

90 North Main Street, Tooele, UT,84074

Attest: _____

Address for giving notice:
839 State Route 13, Courtland, NY 13045-5630,
USA

Agent for service of process:

(If Seller is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

EXHIBIT A-1 to Agreement Between
Buyer and Seller dated _____

**ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT;
AND ACCEPTANCE OF ASSIGNMENT**

This assignment will be effective on the Effective Date of the Agreement between Buyer and Construction Contractor.

The Contract between Tooele City Corporation ("Buyer") and
Trojan Technologies Corp ("Seller")

for furnishing Goods and Special Services under the Contract Documents entitled **WRF 2025**

MISCELLANEOUS IMPROVEMENTS - UV DISINFECTION EQUIPMENT PROCUREMENT

is hereby assigned, transferred, and set over to _____
("Construction Contractor"). Construction Contractor shall be totally responsible for the performance of
Seller and for the duties, rights and obligations of Buyer, not otherwise retained by Buyer, under the terms
of the Contract between Buyer and Seller.

ASSIGNMENT DIRECTED BY:

Tooele City Corporation

Buyer

(If Buyer is a corporation, attach evidence
of authority to sign. If Buyer is a public
body, attach evidence of authority to sign
and resolution or other documents authorizing
execution of Buyer-Seller Agreement.)

By: _____

(Signature)

(Title)

ASSIGNMENT

ACKNOWLEDGED AND ACCEPTED BY: Trojan Technologies Corp

Seller

(If Seller is a corporation, attach
evidence of authority to sign.)

By: _____

(Signature)

(Title)

ASSIGNMENT ACCEPTED BY:

Construction Contractor

(If Construction Contractor is a
corporation, attach evidence of authority
to sign.)

By: _____

**EXHIBIT A-2 to Agreement Between
Buyer and Seller dated _____**

AGREEMENT TO ASSIGNMENT BY SELLER'S SURETY

Surety hereby acknowledges and agrees that the Contract for furnishing Goods and Special Services under the Contract Documents entitled **WRF 2025 MISCELLANEOUS IMPROVEMENTS - UV DISINFECTION EQUIPMENT PROCUREMENT** by and between

Tooele City Corporation

____("Buyer") and **Trojan Technologies Corp**____("Seller") may be assigned, transferred, and set over to _____("Construction Contractor"), in accordance with Paragraph 11.02 of Agreement between Buyer and Seller.

Surety further agrees that, upon assignment of the Contract, the Construction Contractor shall have all the rights of the Buyer under the Performance Bond.

(Corporate Seal)

Surety

Company: _____

By: _____
Signature and Title
(Attach Power of Attorney)

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TOOELE CITY CORPORATION

RESOLUTION 2025-69

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING AND APPROVING AN AGREEMENT WITH RUSSELL WELDING CORPORATION FOR STAINLESS STEEL AIR LINES AT THE WATER RECLAMATION FACILITY.

WHEREAS, Tooele City owns and operates a water reclamation facility ("Facility") critical to public health and environmental protection; and

WHEREAS, the existing air lines serving the oxidation ditch system have significantly deteriorated due to age and corrosion, presenting an immediate risk of failure; and

WHEREAS, failure of these air lines would severely impact the operation of the oxidation ditch, potentially leading to regulatory violations, environmental harm, and costly damage to essential infrastructure; and,

WHEREAS, the oxidation ditch plays a vital role in the biological treatment process and its reliable function is essential for the facility to meet discharge permit requirements; and,

WHEREAS, the use of stainless-steel air lines is necessary to ensure durability, longevity, and resistance to future corrosion; and,

WHEREAS, due to the urgency of the situation and the potential for service disruption, it is in the best interest of the City and its residents to expedite this replacement project as an emergency measure; and,

WHEREAS, the City Administration reviewed available options and recommended immediate replacement of the affected air lines with stainless steel materials under emergency procurement provisions; and,

WHEREAS, Russell Welding Corporation submitted a proposal to complete the necessary and urgent work for a price of \$86,233.00 (see Exhibit A);

WHEREAS, the urgent and time-sensitive nature of this situation required work on this project to begin immediately;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby ratifies and approves an agreement with Russell Welding Corporation in the amount of \$86,233.00 for the furnishing of stainless-steel air lines and appurtenances.

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 Tooele City Council this ____ day of _____ 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

Exhibit A

Proposal

Russell Welding Corp

1665 N. Progress Way
Tooele, Utah 84074
Ph# 435-882-6359
Fax 435-882-8158

Proposal

Proposal Date: 7/18/2025

Proposal #: 23012B

Project:

Bill To:

TOOELE CITY WASTE WATER
90 N. MAIN
TOOELE, UTAH 84074

Description	Est. Hours/Qty.	Rate	Proposed Amount
REPLACE AIR LINES Supply material, fabricate, and install 10" air lines above ground with 14" clearance for traffic. All pipe and fittings to be stainless steel to match existing. Pour concrete footing for stands. Russell Welding to furnish lifting equipment.		86,233.00	86,233.00

Due to fluctuating material costs, proposals are valid for 15 days.

Proposed Amount \$86,233.00

TOOELE CITY CORPORATION

RESOLUTION 2025-72

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A GENERAL CONSULTING AGREEMENT WITH WSRP CERTIFIED PUBLIC ACCOUNTANTS REGARDING THE CITY FINANCIAL STATEMENTS FOR FY25.

WHEREAS, Tooele City Charter Section 3-02 (Independent Auditor), as well as Utah Code Chapters 51-2a (Part 2) and 10-6, require Tooele City's finances to be audited annually by an independent and competent certified public accountant; and,

WHEREAS, the City has worked with WSRP Certified Public Accountants and Business Advisors for several years in connection with the independent annual audit of Tooele City's accounts, and has found WSRP to be thorough and accurate in its accounting practices and reports; and,

WHEREAS, under evolving public audit rules and procedures, the annual audit will be performed by one audit firm, while general consulting and accounting services, in support of the audit, including preparation of the City's financial statements for FY25, will be provided by another audit firm, giving separation and additional internal audit controls in the audit support and audit reporting functions; and,

WHEREAS, the City Administration recommends that the City approve a General Consulting Agreement with WSRP for FY25, which will address accounting services associated with the annual audit, separate from the annual audit itself, as well as preparation of the financial statements for FY25; and,

WHEREAS, the agreement with WSRP is attached hereto as Exhibit A; and,

WHEREAS, the compensation payable to WSRP under the General Consulting Agreement will be in the range of \$41,895 to \$48,825, depending on the actual services performed:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the WSRP General Consulting 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)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

WSRP General Consulting Agreement

GENERAL CONSULTING AGREEMENT

Made Between Tooele City Corporation and WSRP, LLC

This consulting agreement (“Agreement”) is entered into by and between Tooele City Corporation, a Utah Local Government (“Client”) and WSRP, LLC, a Utah based CPA firm (“Consultant”).

Recitals

WHEREAS, Consultant has experience in the field of Consulting and financial statement preparation as well as familiarity with the client’s line of business; and

WHEREAS, Consultant is willing to be engaged by Client upon the terms and conditions herein contained; and

WHEREAS, a significant portion of Client’s business and assets are comprised of Proprietary and Confidential information, as defined below, which Client wishes to preserve and protect;

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Client and Consultant mutually agree as follows:

1. **Consulting Services.** Client hereby retains Consultant to render the following services to the Client for the fiscal year ended June 30, 2025:
 - a. Consultant will prepare the year-end financial statements of Client and post the GASB 34 conversion entries, as well as update the MD&A, footnotes, and required supplemental information.
 - b. Consultant will prepare the schedules for cash and restricted cash, the PTIF funds, fixed assets, fire fighter valuation report, transfers to/from, due to/from, GASB 54 reconciliation and allocations, accrued interest, the summarization of budget to actual, and compensated absences.
 - c. Consultant will assist with the accounting treatment and recording of bonds, bond payments, bond defeasements, bond trust accounts, and amortization of defeased bonds.
 - d. Consultant will review the application of GASB 68 and 75 and will assist with the recording and updating retirement entries.
 - e. Consultant will update and record the leases. Consultant will assist the Client in setting up the lease schedules for new lease agreements entered into.

- f. Consultant will review the OPEB valuation performed and record the journal entries.
- g. Consultant will analyze new accounting pronouncements and assist in the implementation of any new and applicable standards.
- h. Consultant will reconcile the fixed assets by fund to the financial statements and post conversion entries as part of the GASB 34 procedures.
- i. Consultant will prepare other schedules and reconciliations as part of the financial statement preparation and make those available for audit.

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

- 2. **Services NOT Performed by Consultant.** Although Consultant may comment upon Client's legal documents or other documentation in the course of performing the services hereunder, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal advisors regarding any matters requiring legal advice.
- 3. **Relationship of Parties.** This agreement shall not constitute an employer-employee relationship, and it is the intent of each party that Consultant shall at all times be an independent contractor.
- 4. **Term.** The term of this Agreement shall commence on the date hereof and shall remain in effect for a period not to exceed one (1) year. The anticipated work is expected to begin in August 2025 and be completed in December 2025.
- 5. **Compensation.** For services provided hereunder, Consultant's fee shall range from \$41,895 to \$48,825.
- 6. **Disclosure of Information.** Consultant agrees that at no time (either during or subsequent to the term of this Agreement) with Consultant disclose or use, except in pursuit of the business of Client, any Proprietary and Confidential Information of Client, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its component units and affiliates, and its employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client's financial information, identify of clients and customers, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its component units and affiliates, and its employees. Consultant agrees not to remove from the premises of Client except as necessary for Consultant to perform services in accordance with the terms of

this Agreement, any document, record or other information of Client or its component units and affiliates.

Consultant agrees to return or destroy, immediately upon termination of Consultant's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Consultant, in whatever format it may be maintained, whether provided to, or developed by, Consultant, and to provide a certificate of destruction if required by Client.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

7. **Remedies.** In addition to any other remedies, which Client may have by virtue of this Agreement, Consultant agrees that in the event that a breach of the confidentiality provisions of this Agreement occurs or is threatened, Client shall be entitled to obtain an injunction against Consultant from a court of competent jurisdiction to restrain any breach of confidentiality.
8. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other, unless otherwise mutually agreed upon.
9. **Limitation of Liability to Client.** Notwithstanding any other provision of this Agreement, in no event shall Consultant be liable to Client for Client's lost profits, or special incidental, punitive or consequential damages (even if Consultant has been advised of the possibility of such damages). Furthermore, in no event shall Consultant's liability to Client under any circumstances exceed the amount of compensation actually received by Consultant from Client under this Agreement. Further, Consultant shall not be liable for delays or performance failures due to circumstances beyond Consultant's control.
10. **Indemnification of Consultant.** Client shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages, and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, that Consultant incurs as a result of having performed services on behalf of Client.
11. **Client's Representations.** Client represents that it has the full right and authority to enter into and perform this Agreement. The consummation of the Agreement and the transactions

contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client represents and warrants to Consultant that Client is able to timely pay Consultant all fees and expenses incurred in the performance of the services hereunder.

12. **Amendments.** This Agreement may be amended only in writing that is signed by both parties.
13. **Independent Consultant; No Agency.** The parties agree that at all times during the term of this Agreement, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant shall retain the right to perform services for other during the term of this Agreement.
14. **Miscellaneous.** No waiver by Client of any breach of this Agreement by Consultant shall be considered to be a waiver of any other breach. Should any litigation be commenced between Client and Consultant relating to any such breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, reasonable costs and attorney's fees relating to such litigation. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by the laws of the State of Utah.
15. **Leased Employees/Third-Party Service Providers.** In performing our consulting, we will lease professional and administrative staff, both of which are employed by WSRP Advisory LLC ("WSRP Advisory") or its related entities. These individuals will be under the direct control and supervision of WSRP, LLC, which is solely responsible for the performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information, and WSRP, LLC and WSRP Advisory and its related entities have contractual agreements requiring confidential treatment of all client information.

We may, from time to time and depending on the circumstances, use other third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service

provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

16. **Confidentiality.** We will not disclose your confidential information to any third party without your consent, and we will use the same degree of care as we employ in maintaining in confidence our own confidential information of a similar nature, but in no event less than a reasonable degree of care. You hereby consent to us disclosing such information (i) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (ii) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to us on a nonconfidential basis from a source that we believe is not prohibited from disclosing such information to us, (3) is already known by us without any obligation of confidentiality with respect thereto, or (4) is developed by us independently of any disclosures made to us hereunder; (iii) to WSRP Advisory and affiliates of WSRP Advisory; or (iv) to contractors (including third party services providers) providing administrative, infrastructure and other services to us and subcontractors performing Services under the Agreement (as described above), in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations similar to those in this paragraph.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this agreement as of DATE, 2025

CLIENT

Tooele City Corporation

Debbie Winn, Mayor

Justin Brady, City Council Chairman

CONSULTANT

WSRP, LLC

Brandon R. Keyes, Partner

TOOELE CITY CORPORATION

RESOLUTION 2025-70

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING AND APPROVING INSURANCE COVERAGE FOR INSURANCE PERIOD 2025-2026.

WHEREAS, Tooele City employs a comprehensive risk management strategy, including safety and sensitivity training, repair or removal of damaged equipment, risk inventories, risk management and safety policies, and insurance, the purpose of which strategy is to avoid harm to persons and property and to decrease claims against the general funds of Tooele City; and,

WHEREAS, the City has been insured by the Utah Local Governments Trust ("Trust") since August 1, 2018; and,

WHEREAS, the Trust charged a premium of \$182,175 for the 2018-2019 Insurance Period, \$183,280 for the 2019-2020 Insurance Period, \$201,182 for the 2020-2021 Insurance Period, \$222,755.92 for the 2021-2022 Insurance Period, \$268,924 for the 2022-2023 Insurance Period, \$290,862.00 for 2023-2024 Insurance Period, and \$295,532 for the 2024-2025 Insurance Period; and,

WHEREAS, for the 2025-2026 Insurance Period, the Trust proposes to insure Tooele City for a total premium of \$341,522.32, comprised of \$115,110.79 for liability coverage, \$111,047.68 for property coverage, and \$115,363.85 for auto coverage (see Exhibit A);

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the combined property, auto, and casualty insurance premium of the Utah Local Governments Trust is hereby ratified and approved, with a 2025-2026 insurance period package premium of \$341,522.32, and that the Mayor's signature on any documents is hereby ratified, and that the Mayor is hereby authorized to sign any further documents necessary to implement the coverage.

This Resolution shall become effective immediately upon passage 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, Mayor

Debra E. Winn, Mayor

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Tooele City Attorney's Office

Exhibit A

Insurance Invoices (Liability, Property, Auto):
2025-2026 Insurance Period

Utah Local Governments Trust
55 S Highway 89
North Salt Lake, UT 84054



Member #: 14180
Tooele City
90 N. Main Street
Tooele, UT 84074

Liability Invoice

Policy Number	Effective Date	Expiration Date	Billing Type	Statement Date	Due Date	Invoice Number
14180-LIABILITY	7/1/2025	6/30/2026	Annual	7/3/2025	8/2/2025	1620646

Invoice Total: \$115,110.79

Payments can be made online at: <https://mytrust.utahtrust.gov>

Utah Local Governments Trust
55 S Highway 89
North Salt Lake, UT 84054



Member #: 14180
Tooele City
90 N. Main Street
Tooele, UT 84074

Property Invoice

Policy Number	Effective Date	Expiration Date	Billing Type	Statement Date	Due Date	Invoice Number
14180-PROPERTY	7/1/2025	6/30/2026	Annual	7/3/2025	8/2/2025	1620647

Summary

Description	Count	Premium
Building	115	\$104,731.41
Contractor's Equipment	130	\$4,001.95
Equipment in the Open	21	\$2,312.69
Unmanned Aircraft	1	\$1.63

Invoice Total: \$111,047.68

Payments can be made online at: <https://mytrust.utahtrust.gov>

Utah Local Governments Trust

55 S Highway 89
North Salt Lake, UT 84054



UTAH LOCAL GOVERNMENTS TRUST
TRUST

Member #: 14180
Tooele City
90 N. Main Street
Tooele, UT 84074

Automobile Invoice

Policy Number	Effective Date	Expiration Date	Billing Type	Statement Date	Due Date	Invoice Number
14180-AUTO	7/1/2025	6/30/2026	Annual	7/3/2025	8/2/2025	1620644

Summary

Description	Count	Premium
Automobile Liability	201	\$71,228.41
Auto Physical Damage	136	\$44,135.44

Invoice Total:	\$115,363.85
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Payments can be made online at: <https://mytrust.utahtrust.gov>

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/31/25

DESCRIPTION OF EXPENDITURE:

VENDOR: SIDDONS MARTIN EMERGENCY V# 10070
 GROUP

FIRE COATS, PANTS AND GEAR

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MISCELLANEOUS EQUIPMENT	10 4222 610000	90,000.00	1,070.00	33,602.00	55,328.00
TOTAL:				33,602.00	

REQUESTED Is Chief McCoy
 DEPARTMENT HEAD

REVIEWED Shannon Winter
 FINANCE DIRECTOR

APPROVED _____
 MAYOR

APPROVED _____
 COUNCIL CHAIRMAN



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Tooele City Corporation
90 N Main St
Tooele, UT, 84074
USA

Document Info:

Quote #: 700-0032905
Taken By: Jeremy Crowton
Expiration Date: 08/29/2025

Item #	Description	Quantity / Unit	Unit Price	Amount	VENDOR#
256512	FIRE-DEX AEROFLEX COAT, TEC GEN 71 GOLD, CORE CXP 1 LAYER, STEDAIR 4000 AEROFLEXCOAT	5.00 / EA	1,961.00	9,805.00	10070
256515	FDX-FIRE-DEX AEROFLEX PANTS, TEC GEN 71 GOLD, CORE CXP 1 LAYER, STEDAIR 4000 AEROFLEXPANTS	5.00 / EA	1,485.00	7,425.00	10-4222-610000
243330	FDX-FIRE-DEX TG51 DELUXE COAT/ INTERCEPTOR PACKAGE TG51DELUXECOAT	5.00 / EA	360.00	1,800.00	7-31-25
243331	FDX-FIRE-DEX TG51 DELUXE PANTS/ INTERCEPTOR PACKAGE TG51DELUXEPANTS	5.00 / EA	353.00	1,765.00	\$33,602.00
242421	FIRE-DEX H41 INTERCEPTOR HOOD/ INTERCEPTOR PACKAGE H41PSNBFH	5.00 / EA	112.00	560.00	SIGNATURE: [Signature]
243330	FDX-FIRE-DEX TG51 DELUXE COAT TG51DELUXECOAT	12.00 / EA	511.00	6,132.00	
243331	FDX-FIRE-DEX TG51 DELUXE PANTS TG51DELUXEPANTS	11.00 / EA	360.00	3,960.00	
245951	FIRE DEX-FXR PANTS, TEC GEN 71 GOLD, CORE CXP 1 LAYER, STEDAIR 4000 FXRPANTS	1.00 / EA	1,755.00	1,755.00	
300056	FREIGHT FREIGHT	1.00 / EA	400.00	400.00	

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$33,202.00	Sublet total	\$0.00
Freight total	\$ 400.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$33,602.00

RDA and City Council Work Meeting Minutes

Date: July 16, 2025

Time: 5:30 p.m.

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

Council Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
Dave McCall

Staff Present

Mayor Debbie Winn
Matt Johnson, Assistant City Attorney
Paul Hansen, City Engineer
Andrew Aagard, Director of Community Development
Adrian Day, Chief of Police
Shannon Wimmer, Finance Director
Loretta Herron, Deputy City Recorder
Shilo Baker, City Recorder
Chris Sloan, Planning Commissioner
John Perez, Economic Development Director
Kelley Anderson, Planning Commissioner
Darwin Cook, Parks and Recreation Director

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

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

2. Roll Call

Councilwoman Manzione, Present
Councilwoman Gochis, Present
Councilman Hansen, Present
Councilman McCall, Present
Chairman Brady, Present

3. Mayor's Report

During the Mayor's Report, Mayor Winn provided four updates. She stated that parts had been delivered for the traffic signal at 2000 North and Aaron Drive near the hospital entrance, and construction was expected to begin soon. She also announced that installation of the 700 South water line would begin on Monday, July 21, and although the project would take a couple of months, lanes would remain open with residents notified in advance and electronic sign boards posted to provide

updates. On the same date, a four-way stop would be installed at the intersection of 700 North and 100 East, as recent traffic studies showed it now met the necessary criteria. Lastly, Mayor Winn shared that drilling of two test wells would begin this week, with additional drilling planned for the following week, and expressed optimism that the wells would yield good water sources suitable for development.

4. Council Members' Report

During the Council Members' Report, Board Member McCall reported that he attended a change of command ceremony at Dugway and noted that the Council of Governments (COG) meeting scheduled for the following day had been cancelled, as it had been the previous month.

Board Member Hansen remarked that although he had not been present much recently, he participated in some of the Fourth of July events and commended the City for its efforts. He especially praised the condition of the cemetery and recognized Mr. Cook and his staff for their work maintaining the site.

Board Member Gochis provided an extensive report, highlighting her attendance at Lieutenant Rob Benson's retirement ceremony, an open house event celebrating new homeowners who helped build their own homes through sweat equity, and the Miss Tooele City pageant. She congratulated the new royalty and thanked Ms. Perkins and her volunteer staff. She noted the success of various Independence Day events, including the community barbecue, flag retirement ceremony, parade, concert featuring the band Hotel California, and fireworks. Councilwoman Gochis also attended a pre-development meeting earlier that day and viewed the Planning Commission meeting via YouTube.

Chairwoman Manzione echoed her appreciation for staff and volunteers who contributed extra hours and made the Fourth of July celebrations successful. She reported visiting Plastic Ingenuity at the Peterson Industrial Depot alongside Mr. Perez and representatives from the Governor's Office of Economic Opportunity, noting the business's potential expansion. She also referenced a recent KSL article highlighting Tooele City's block parties – City-sponsored neighborhood clean-up efforts that provide opportunities for residents to connect and work together. She shared her positive experience attending one in her neighborhood, where she was able to meet new people and strengthen community ties.

Chairman Brady added that he also attended many of the Fourth of July events and emphasized the extensive planning and effort by staff to make them successful. He concluded by thanking staff for their work.

5. Discussion Items

- a. Discussion on a Proposed Amendment to the Tooele City General Plan to Adopt a Water Use Preservation Element as Required by Utah State Law**
Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a proposed amendment to the Tooele City General Plan to add a Water Use and Preservation Element, as required by Utah State Code sections 10-9a-403 and 17-27a-403. He noted that while the amendment is a state mandate, it is also a practical and beneficial addition given the region's water constraints. The proposed element outlines several state-required components, including the impacts of development on water demand, methods to reduce water use in both existing and future developments, consultation with public water providers and state agencies, and strategies to eliminate wasteful practices within municipal operations.

In developing the element, Mr. Aagard collaborated with department heads and staff to incorporate existing work, much of which had already been included in the City's current Water Conservation Plan. The document was designed to be brief, readable, and informative, totaling only six pages. It includes sections on goals and policies, current water conservation conditions, ordinances and

standards, education and training practices, rebate programs such as the Utah Water Savers "Flip Your Strip" initiative, tiered water pricing, and infrastructure improvements. It also highlights efforts such as eliminating turf grass in certain areas, using smart irrigation technologies, and updating systems for better efficiency.

Council members offered positive feedback. Councilwoman Manzione found the element easy to understand. Councilwoman Gochis appreciated that the document includes an updateable link, which avoids needing to reprint the entire General Plan when changes occur. Chairman Brady commented on how it reflected positively on the City that much of this work was already underway before the state requirement and commended the appearance of City Hall and the library following turf removal. Mr. Aagard noted that these beautification efforts were also described in the element. With the Council's support, Mr. Aagard concluded by stating the item would move forward to the Planning Commission for consideration and would later return to the Council for formal adoption.

b. Discussion on Parking Where there is no Curb- City Code 10-3-24

Presented by Adrian Day, Police Chief

Police Chief Adrian Day discussed challenges with enforcing City Code 10-3-24, which prohibits parking on streets without curbs when it is "practical" to park off-street. He noted the vague language made enforcement difficult and proposed either amending or repealing the code. Other provisions, such as the 48-hour limit on parking in the right-of-way, would still allow for enforcement in some cases.

Council members acknowledged the issue, with Councilwoman Gochis and Councilman Hansen expressing concerns about impacts on residential areas. Chairman Brady and Councilman McCall emphasized that the core issue was road width and emergency vehicle access, not the presence of curbs. Chief Day suggested restricting parking on streets narrower than 25 feet and agreed to consult with the fire department and review related ordinances.

Mayor Winn stated the issue originated with the Pinehurst project and noted the City had hired a surveyor to determine the right-of-way. She supported removing the unenforceable code and updating others to address safety. Councilwoman Manzione asked that any related code sections addressing safety be identified if the ordinance were removed, so the Council could see how those concerns would still be managed. Chief Day agreed to return with revised code language and additional information.

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady announced that the Council would move into a closed meeting to discuss litigation (*see attached Sworn Statement signed by Chairman Brady*).

Motion: Councilman Hansen moved to enter into a closed meeting. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye", Chairman Brady, "Aye". There were none opposed. The motion carried.

The public meeting recessed at 5:59 p.m. and the Council reconvened in the conference room for the closed session.

In attendance: Councilman Ed Hansen; Councilwoman Melodi Gochis; Councilwoman Maresa Manzione; Chairman Justin Brady; Councilman Dave McCall; Matt Johnson, Assistant City Attorney; Mayor Debbie Winn; Shilo Baker, City Recorder; Police Chief Adrian Day; Paul Hansen, City Engineer; Shannon Wimmer, Finance Director; Jamie Grandpre, Public Works Director; Andrew Aagard, Community Development Director.

7. **Adjourn**

Chairman Brady adjourned the meeting at 6:27 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ____ day of August, 2025

Justin Brady, City Council Chair

DRAFT

City Council Business Meeting Minutes

Date: July 16, 2025

Time: 7:00 p.m.

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

Council Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
Dave McCall

Staff Present

Mayor Debbie Winn
Matt Johnson, Assistant City Attorney
Paul Hansen, City Engineer
Kelley Andersen, Planning Commissioner
Chris Sloan, Planning Commissioner
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Adrian Day, Police Chief
Andrew Aagard, Community Development Director
Jon Gossett, Planning Commissioner
Clarissa Pankratz, Administrative Assistant
John Perez, Community Development Director
Jamie Grandpre, Public Works Director

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

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

2. Roll Call

Councilwoman Manzione, Present
Councilwoman Gochis, Present
Councilman Hansen, Present
Councilman McCall, Present
Chairman Brady, Present

3. Public Comment Period

At 7:01 p.m., Chairman Brady opened the public comment period and invited members of the public to address the Council. No one came forward, and the public comment period was closed.

4. Swearing in of Shilo Baker as City Recorder

Administered by Loretta Herron, Deputy Recorder

Deputy Recorder Loretta Herron administered the Oath of Office to Shilo Baker, who was officially sworn in as the new City Recorder. Chairman Brady congratulated Ms. Baker and welcomed her to the role.

5. Fourth Quarter Economic Development Update

Presented by John Perez, Economic Development Director

Mr. Perez delivered the fourth quarter economic development update, highlighting recent grand openings, vacancy trends, and development activity. Hospitality occupancy rates remained strong, and office space showed significant growth potential. Six requests for information (RFIs) were submitted, and one site visit took place for "Project Neighborhood." He noted that Tooele was the only site in Utah the company considered and reported ongoing follow-up related to secondary water quality.

Mr. Perez listed several recently opened businesses at Founder's Pointe, including Chipotle, Wingstop, and Hobby Lobby, and shared anticipated opening dates for others such as Chili's (late August), Ulta Beauty (September 5), Five Below (July 18), TJ Maxx and Sierra Trading Post (both August 24), and Bath & Body Works (September 12). Café Zupas and Zao Asian Café were also announced but did not yet have opening dates. He also provided updates on development at The Peak commercial area near 2400 North and SR-36, where confirmed businesses included Starbucks (inside the new Smith's Marketplace), Einstein Bros. Bagels, Jersey Mike's, Beans & Brews, Chase Bank, Tropical Smoothie, and McDonald's. A revised conceptual plan for the Psomas Business Park was expected to be ready soon.

Mr. Perez reported progress on the Broadway property, specifically the removal and cleanup of the former Broadway Hotel building, which had been left in a hazardous state following its demolition. He credited the Mayor for soliciting additional bids, which resulted in over \$300,000 in cost savings.

Mr. Perez also reviewed recent improvements by the Tooele City Historic Main Street Commission, including repairs to the wayfinding signs and plans to repaint Rocky Mountain Power's light poles. He and Councilwoman Manzione attended the Utah Main Street Transformation Workshop, which provided new ideas and strategies to inform the Commission's upcoming annual work plan.

Social media metrics showed strong engagement growth across all platforms. He concluded by noting progress on the City's strategic plan design.

Chairman Brady asked about redevelopment interest in the former bowling alley. Mr. Perez and Mayor Winn confirmed efforts were ongoing to encourage removal or redevelopment of the property.

Mayor Winn reflected on the City's financial challenges from seven years prior and emphasized that economic development was a key strategy to recover and grow. She reported that Tooele City's commercial property value had more than doubled in four years, not including current construction. She credited the Council and Mr. Perez for attracting businesses, increasing sales tax revenues, and ensuring long-term fiscal health for the community.

Mr. Perez added that assessed values in the Peterson Industrial Depot had increased by over \$306 million in the last four years. Mayor Winn concluded by highlighting that the tax increment from the now-expired RDA area would generate substantial revenue for local taxing entities and noted that all RDA debts had been paid off with surplus funds remaining to with economic development.

Chairman Brady thanked Mr. Perez for the update and acknowledged the positive momentum in the City.

6. **Ordinance 2025-21 An Ordinance of Tooele City Updating the City Code by Amending Tooele City Code Title 9 (Water Supply) Chapter 4**

Presented by Adrian Day, Chief of Police, and Paul Hansen, City Engineer

Chief Day presented Ordinance 2025-21, which amended Tooele City Code Title 9, Chapter 4, regarding water supply. He explained that the updates clarified criminal charges related to tampering with fire hydrants, unauthorized water use, and other violations. The ordinance also revised hydrant placement standards – requiring 400-foot spacing in single-family developments and 300-foot spacing in multi-family or non-residential areas. Penalties were categorized by severity, ranging from infractions to Class B misdemeanors. No questions or concerns were raised by the Council.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-21, an Ordinance of Tooele City updating the City Code by amending Tooele City Code Title 9 (Water Supply) Chapter 4. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. The motion carried 5-0.

7. **Ordinance 2025-22 An Ordinance of Tooele City Amending Tooele City Code Chapters 7-1 and 7-14, Regarding Twin Homes in Single-Family Residential Zones, Zero Lot Line Development and Condominium Plats for Two-Family Dwellings**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented Ordinance 2025-22, which amended City Code Chapters 7-1 and 7-14 to clarify regulations regarding twin homes and two-family dwellings. The changes included definitions for duplexes and twin homes, authorization for zero lot line developments, and allowances for condominium plats in applicable zones. Updates were also made to tables regarding permitted uses, lot sizes, and setbacks. The Planning Commission had unanimously recommended approval. Councilwoman Manzione commented on the importance of clear definitions, noting her son recently experienced a delay in the sale of his home due to discrepancies between how the property was classified in city records and with the mortgage company.

Motion: Councilwoman Gochis moved to approve Ordinance 2025-22, an Ordinance of Tooele City amending Tooele City Code Chapters 7-1 and 7-14 regarding twin homes in single-family residential zones, zero lot line development, and condominium plats for two-family dwellings. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Chairman Brady, “Aye”. The motion carried 5-0.

8. **Resolution 2025-61 A Resolution of the Tooele City Council Approving and Ratifying a Contract with Hydro Resources Rocky Mountain, Inc., for Drilling of the 2025 Tooele City Wells Project**

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented Resolution 2025-61, seeking Council ratification of a contract with Hydro Resources Rocky Mountain, Inc. for the 2025 Tooele City Wells Project. The contract, which had been previously approved by a quorum via email to expedite the process, authorized the drilling of two test wells, with the potential to convert one into a production well. The contract totaled \$2,536,638, with an additional 5% contingency of \$126,832. Mr. Grandpre noted four bids were received, with Hydro Resources submitting the lowest. Council members briefly discussed the rising costs of well drilling and emphasized the importance of maintaining sufficient water supply.

Motion: Councilman McCall moved to approve Resolution 2025-61, a Resolution of the Tooele City Council approving and ratifying a contract with Hydro Resources Rocky Mountain, Inc.,

for drilling of the 2025 Tooele City Wells Project. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

9. Resolution 2025-62 A Resolution of the Tooele City Council Approving a Local Agency Betterment Agreement with UDOT for the 600 N SR112 Roadway Improvement Project

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented Resolution 2025-62, which approved a Betterment Agreement with UDOT for improvements at the intersection of 600 West and SR-112. The City committed \$85,394 toward the project to support the transition from a temporary to a permanent traffic signal, which would include right turn lanes, through lanes, and possibly a median. The project remained in the pre-bid phase, with construction expected in the coming months. Mr. Grandpre explained that the City was coordinating with a convenience store developer to potentially align construction timelines, but emphasized that the signal project would proceed independently if necessary. Councilwoman Manzione noted a discrepancy in the resolution title referencing 600 North instead of 600 West.

Motion: Councilwoman Manzione moved to approve Resolution 2025-62, a Resolution of the Tooele City Council approving a local agency Betterment Agreement with UDOT for the 600 W SR112 Roadway Improvement Project. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

10. Resolution 2025-65 A Resolution of the Tooele City Council Approving an Agreement with SKM for SCADA System Upgrades to Well 12

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented Resolution 2025-65, approving an agreement with SKM for SCADA system upgrades at Well 12. He explained that the well was currently offline awaiting delivery of a new motor and pump, making it an opportune time to replace outdated and failing SCADA equipment and improve network communications. The contract totaled \$45,442, with no contingency requested. In response to questions, Mr. Grandpre confirmed the new parts were expected to arrive in the fall and that the well would undergo a full cleaning and rehabilitation before returning to service.

Motion: Councilwoman Gochis moved to approve Resolution 2025-65, a Resolution of the Tooele City Council approving an agreement with SKM for SCADA system upgrades to Well 12. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

11. Resolution 2025-66 A Resolution of the Tooele City Council Approving an Agreement with JUB Engineers, Inc. for the Water Reclamation Solar Dryer Improvements Design

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented Resolution 2025-66, approving an agreement with JUB Engineers, Inc. for the design of improvements to the solar dryer and greenhouse at the City's water reclamation facility. The upgrades aimed to improve the facility's ability to consistently produce Class A biosolids year-round by installing heated concrete floors and replacing heat-losing greenhouse glass with polycarbonate material. Currently, Class A biosolids could only be produced for a few months each year. These improvements were part of a larger bond-funded project list identified in the recent rate study. The contract for the design work totaled \$593,300.

Councilwoman Gochis inquired whether there was an off-site location to continue processing biosolids while the greenhouse was taken down for improvements. Mr. Grandpre explained that they

planned to complete the work during warmer months and phase construction bay by bay to maintain operations. If needed, the City could haul biosolids to the landfill using dump trucks, a method already used during colder months when only Class C biosolids could be produced. He noted that this process was expensive, and completing the project efficiently could result in significant savings. Chairman Brady emphasized the importance of maintaining the facility, especially after recent upgrades to the headworks and other components. Mr. Grandpre confirmed that design work would begin immediately, with construction expected to start the following year.

Motion: Councilman Hansen moved to approve Resolution 2025-66, a Resolution of the Tooele City Council approving an agreement with JUB Engineers, Inc. for the water reclamation solar dryer improvements design. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

12. Resolution 2025-64 A Resolution of the Tooele City Council Awarding the Public Defender Contract to Carolyn Pence and Bonewell Morris & Associates

Presented by Matthew Johnson, Assistant City Attorney

Mr. Johnson presented Resolution 2025-64, which awarded the City's public defender contract to Carolyn Pence and the law firm of Bonewell, Morris & Associates. He explained that the City typically contracted with two public defenders to ensure adequate representation and to manage conflict cases. With Jacob Linares stepping down to join the Tooele County Attorney's Office, Ms. Pence was proposed as his replacement. She was identified through a recommendation from Mr. Linares and possessed extensive criminal law experience. The current public defender, Mr. Kurt Morris, would continue in his role, with the contract now being evenly split between him and Ms. Pence. Chairman Brady clarified that the total annual contract amount of \$68,000 would be evenly divided, with each attorney receiving \$34,000. Mr. Johnson confirmed that this reflected the rate approved by the Council in 2022, which included built-in annual increases.

Motion: Councilman Hansen moved to approve Resolution 2025-64, a Resolution of the Tooele City Council awarding the Public Defender Contract to Carolyn Pence and Bonewell Morris & Associates. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

13. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

Ms. Baker presented a list of invoices and purchase orders for Council approval. These included a 2025 Ford F-150 for the incoming Public Works Assistant, a 2023 Ford Ranger for the utility locator, and a 2024 Ford Ranger for a Community Development Inspector. Other items included \$80,000 to Nelson Brothers for a salt shed building, \$364,157.94 for outfitting six police vehicles, \$47,306.97 to Broken Arrow for emergency road repairs on Smelter Road, and \$58,494.64 to Black & McDonald for installing solar lights on Nottingham Upland Drive and Valley View Drive. Two payments to the Tooele City Arts Council were also presented: \$35,120.11 for the Fourth of July concert and entertainment reimbursement and \$250,000 as the annual PAR tax contribution. There were no objections from the Council.

Motion: Councilman Hansen moved to approve the invoices as presented. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 5-0.

14. Minutes

~June 18, 2025 Business Meeting

Chairman Brady acknowledged that one correction had been submitted via email and, seeing no additional changes, proceeded to entertain a motion.

Motion: Councilwoman Manzione moved to approve the June 18, 2025 as corrected in the email. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Abstain"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Chairman Brady, "Aye". The motion carried 4-0.

15. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:53 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this ____ day of August, 2025

Justin Brady, City Council Chair