

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 20, 2023, immediately following the RDA meeting that begins at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecity.org](http://www.tooelecity.org), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org)

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

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Community Recognition Awards**
4. **Dow James Memorial Presentation**
5. **Public Comment Period**
6. **Small Business Development Center Presentation**  
*Presented by Jess Clifford, SBDC Director Tooele Region*
7. **Public Hearing & Motion on Ordinance 2023-36** An Ordinance of Tooele City Amending Tooele City Code Section 7-16-4 Table 2: Table of Development Standards, for Maximum Building Heights in the Industrial Zoning District  
*Presented by Andrew Aagard, Community Development Director*
8. **Public Hearing & Motion on Ordinance 2023-38** An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.24 Acres of Property Located at 215 South 200 East from R1-7 Residential to MU-G Mixed Use General  
*Presented by Andrew Aagard, Community Development Director*
9. **Resolution 2023-76** A Resolution of the Tooele City Council Approving an Agreement for Mutual Aid Fire Protection, Special Emergency Operations, and Wildland Fire Responses, Between Tooele County and Tooele City  
*Presented by Matt McCoy, Fire Chief*
10. **Resolution 2023-77** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Nuisance Civil Citation Appeal Fees  
*Presented by Roger Baker, City Attorney*
11. **Resolution 2023-78** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Dow James Recreation Complex Use Fees  
*Presented by Darwin Cook, Parks & Recreation Director*

12. **Resolution 2023-80** A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Services for Chiller Replacement at Tooele City Hall  
*Presented by Darwin Cook, Parks & Recreation Director*
13. **Resolution 2023-81** A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Services for Heating and Air Conditioning Equipment at the Tooele City Animal Shelter  
*Presented by Darwin Cook, Parks & Recreation Director*
14. **Resolution 2023-82** A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Services for Heating and Air Conditioning Equipment at the Tooele City Parks & Recreation Department Office Building  
*Presented by Darwin Cook, Parks & Recreation Director*
15. **Resolution 2023-79** A Resolution of the Tooele City Council Approving and Ratifying a General Consulting Agreement with WSRP Certified Public Accountants Regarding the City Financial Statements for FY23  
*Presented by Shannon Wimmer, Finance Director*
16. **Resolution 2023-83** A Resolution of the Tooele City Council Approving a Memorandum of Understanding with Tooele Technical College (TTECH) for its Small Business Development Center (SBDC)  
*Presented by Debbie Winn, Mayor*
17. **Resolution 2023-84** A Resolution of the Tooele City Council Approving an End User License Agreement with Adlumin Inc. for Computer Network Security  
*Presented by Chris Nielson, Information Technology Director*
18. **Resolution 2023-85** A Resolution of the Tooele City Council Approving an Agreement with Nelson & Sons, Inc., for Well House Generator Concrete Pads and Associated Improvements and Conduits  
*Presented by Jamie Grandpre, Public Works Director*
19. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
20. **Minutes**  
*~August 16, 2023, City Council Work Meeting*  
*~August 16, 2023, City Council Business Meeting*
21. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

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

**TOOELE CITY CORPORATION**

**ORDINANCE 2023-36**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 7-16-4 TABLE 2: TABLE OF DEVELOPMENT STANDARDS, FOR MAXIMUM BUILDING HEIGHTS IN THE INDUSTRIAL ZONING DISTRICT.**

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

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

WHEREAS, UCA Chapter 10-9a Part 5 authorizes Utah municipalities to enact land use regulations (formerly better known as zoning ordinances), for example, building heights; and,

WHEREAS, one or more businesses in the City’s Industrial (I) zoning district have requested a City Code amendment allowing increased industrial building heights for storage silos containing non-flammable and non-hazardous materials, with a conditional use permit; and,

WHEREAS, the City Council discussed the request in its August 2, 2023, public work meeting (see the presentation attached as Exhibit A); and,

WHEREAS, the Planning Commission convened a public hearing, as required by UCA 10-9a-205 for land use regulations and by TCC 7-1A-6 for revisions to the City zoning ordinance, on August 24, 2023, and voted to recommend approval of this ordinance to the City Council (see the Staff Report attached as Exhibit B and the Planning Commission minutes attached as Exhibit C); and,

WHEREAS, the City Council convened a public hearing, as required by TCC 7-1A-6 for revisions to the City zoning ordinance, on September 20, 2023; and,

WHEREAS, the City Council finds that this ordinance is in the best interest of Tooele City and its economic development by encouraging industry while minimizing risks to public safety:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Section 7-16-4 Table 2: Table of Development Standards, is hereby amended to add note H to the maximum building height in the Industrial (I) zoning district:

“Storage silos involving the storage of non-flammable, non-hazardous materials may be permitted a maximum building height of 100 feet with a Conditional Use Permit. Silo building height shall be measured from finished grade to the mid-point of silo roof pitch or top of silo wall, whichever is greater. Tooele City Fire Department shall verify that the materials to be stored are non-flammable and non-hazardous as part of the Conditional Use Permit process.”

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

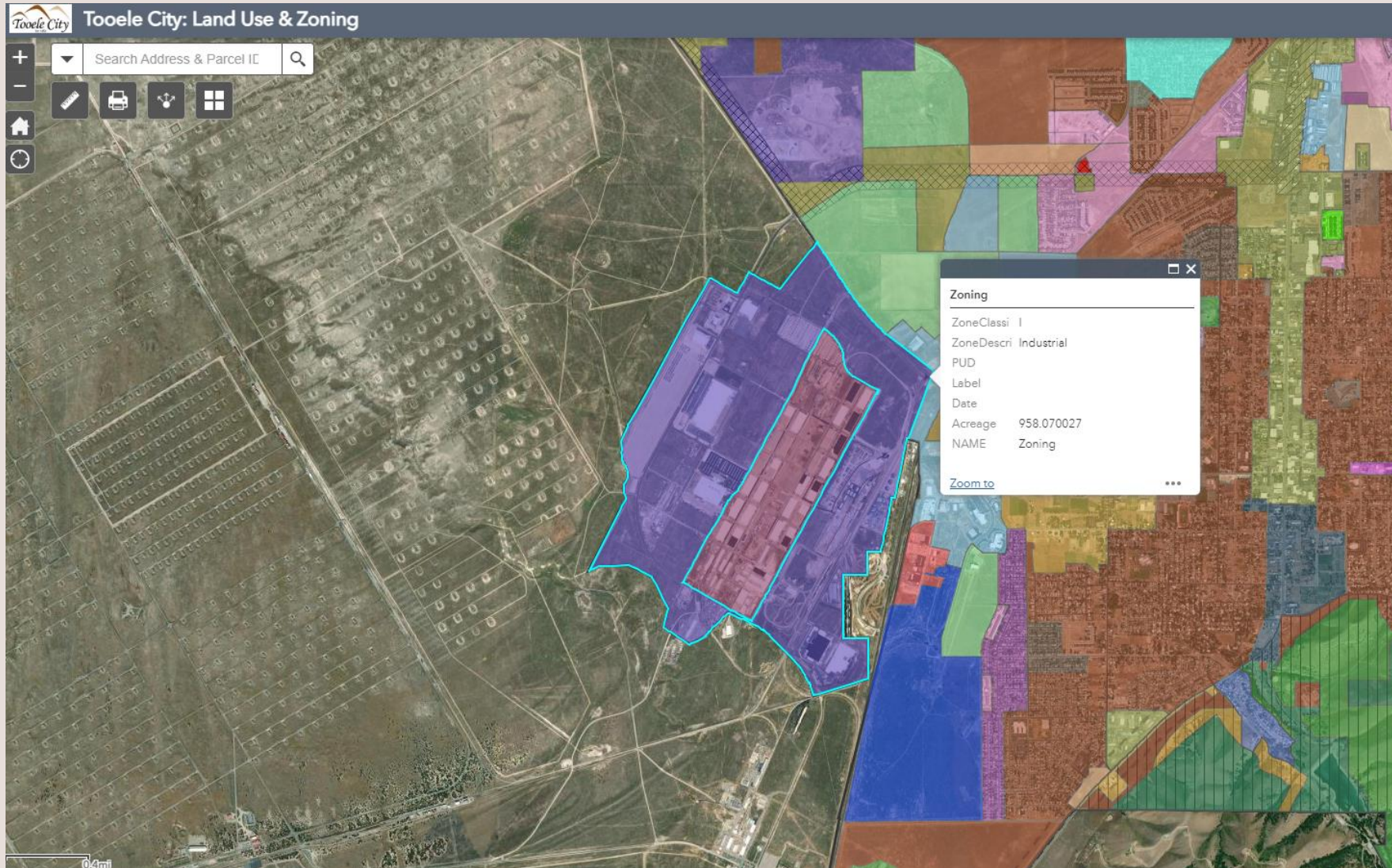
August 2, 2023, City Council  
Public Work Meeting Presentation



# Industrial Zone (I) Maximum Building Height Proposed Modification Discussion

August 2, 2023 – City Council Work Session

# Area of Potential Impact – Industrial Zone





# Proposed Modification

- Change from 70 feet to 100 feet **for select uses**
  - Storage silos of non-flammable, non-hazardous material.
- Could be accomplished by adding a section note:
  - *E.g. See Note H; Storage silos of non-flammable, non-hazardous material may be permitted as a Conditional Use. Possible adverse impacts to be considered may include: Fire/EMS access, dust or other environmental impacts, site specific impacts on adjacent properties/businesses.*

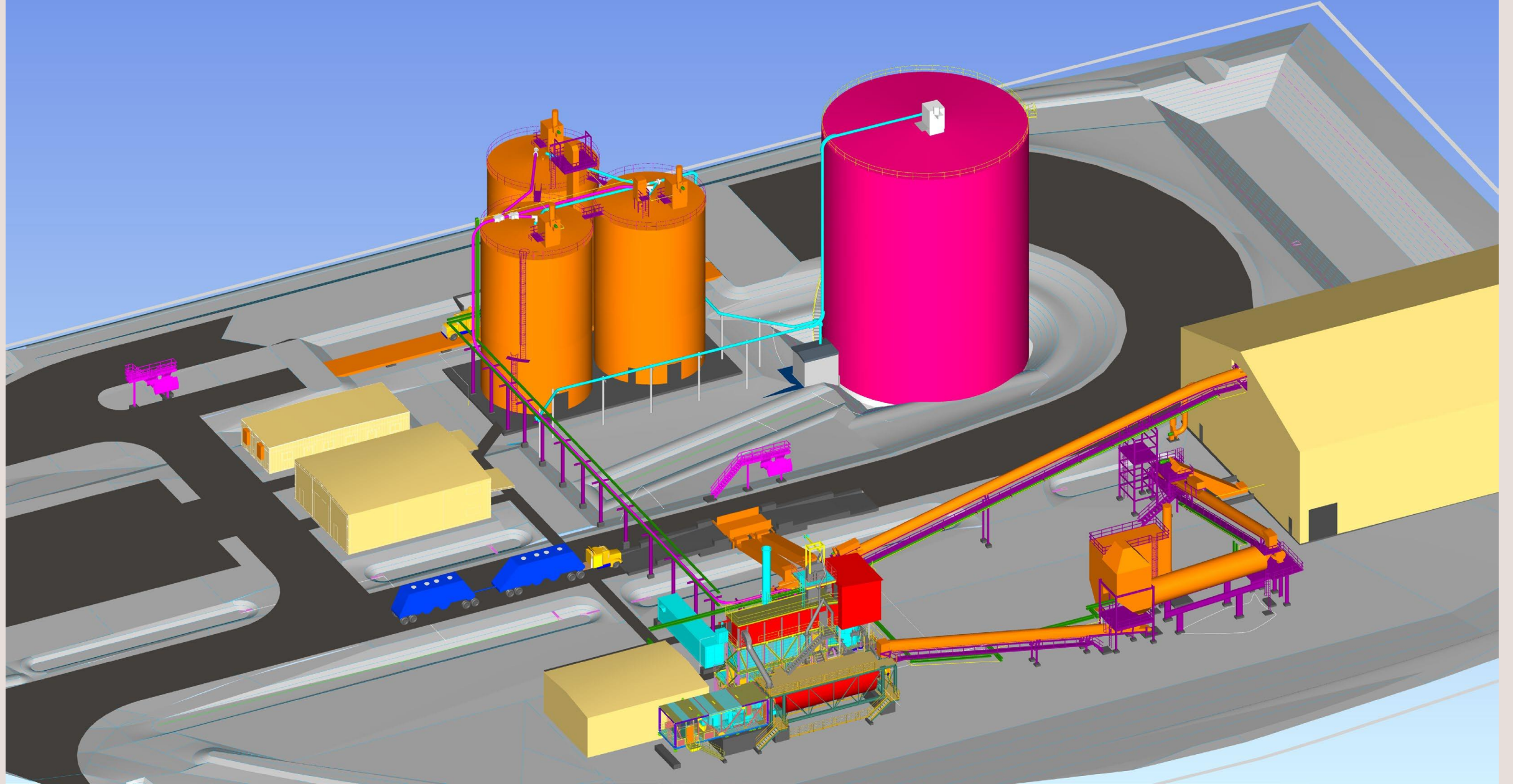
Development Requirement	District									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Maximum/Minimum Building Height	35 Feet or Two Stories for new construction/1 story	35 Feet or Two Stories/1 story	65 Feet or 4 Stories/1 story	70 Feet or 6 Stories/1 story	50 Feet or 4 Stories/1 story	50 Feet or 4 Stories/1 story	70 Feet or 6 Stories/1 story	50 Feet or 4 Stories/1 story	45 Feet or 3 Stories/1 story	As required by the Planning Commission for compliance with Chapter 7-11 Tooele City Code

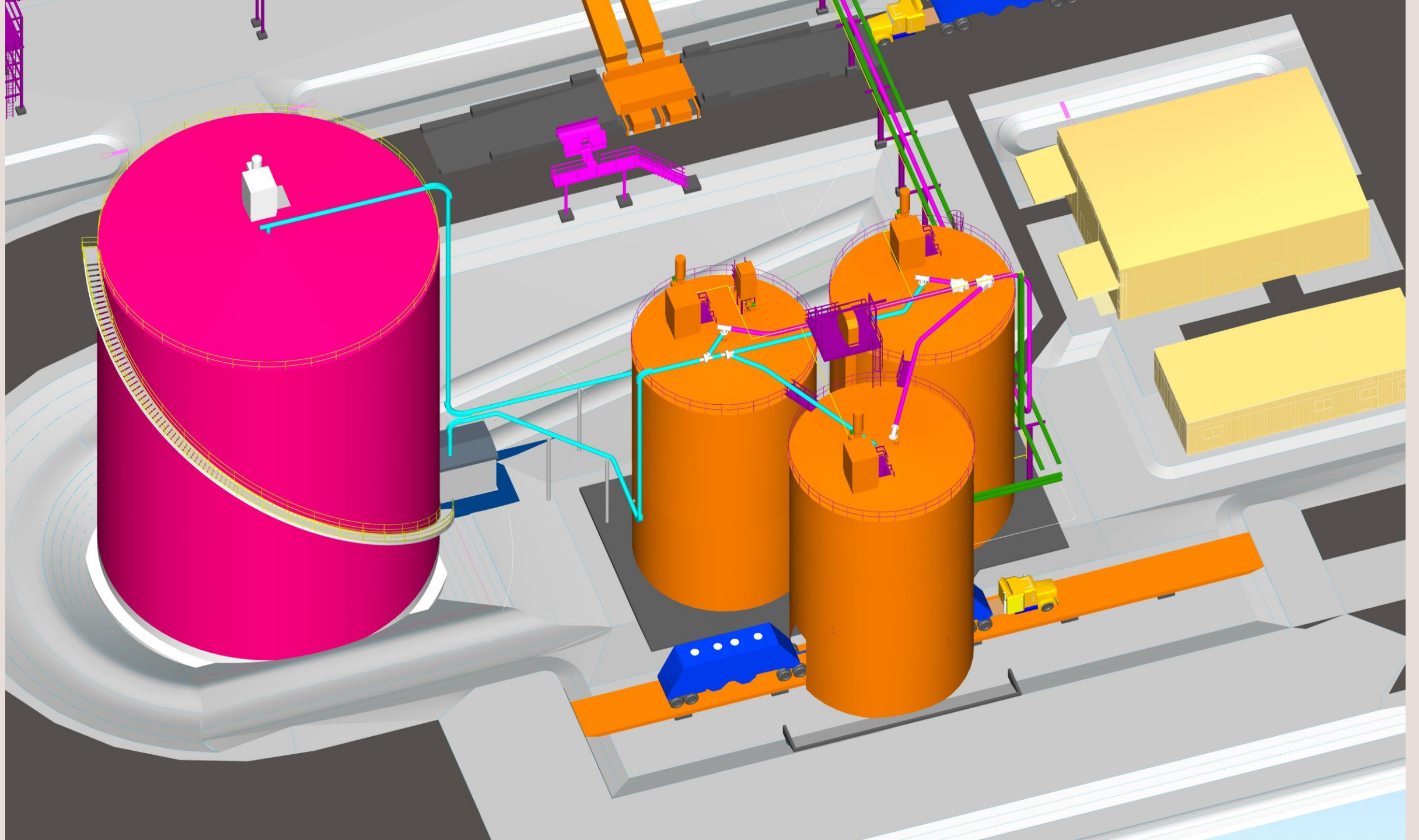
# Scenario for Use & Origin of Request

The screenshot displays the Tooele County GIS Interactive Web App interface. The top navigation bar includes the Tooele County logo, the text "Tooele County GIS Interactive Web App", and a link for "Online Record Search". A search bar is located in the top left corner. The main map area shows an aerial view of an industrial area with various parcels outlined in blue. A specific parcel, 21-015-0-3901, is highlighted with a red border. A pop-up window titled "(2 of 2) Parcel: 21-015-0-3901" is open over this parcel, displaying the following information:

Field	Value
EagleWebURL	<a href="#">More info</a>
Designation	PRIVATE
ParcelNumber	21-015-0-3901
AccountNumber	R097003
TaxYear	2023
TotalAcres	6.88
PrimaryOwnerName	GEOFORTIS UTAH LLC
AllOwners	GEOFORTIS UTAH LLC
MailToName	
PLS	S 30 T 3S R 4W
Area Name	DEPOT ECONOMIC REDEVELOPMENT
Zoom to	...

The map also shows several other parcels with labels such as "PETERS ON INDUSTRIAL PROPERTIES LLC", "FIVE STAR GENERAL INDUS TRAIL INC", "NITROGEN OXIDE CORP", and "MILITARY (EAD NORTH)". The map includes a scale bar in the bottom left corner and various navigation controls on the left side.





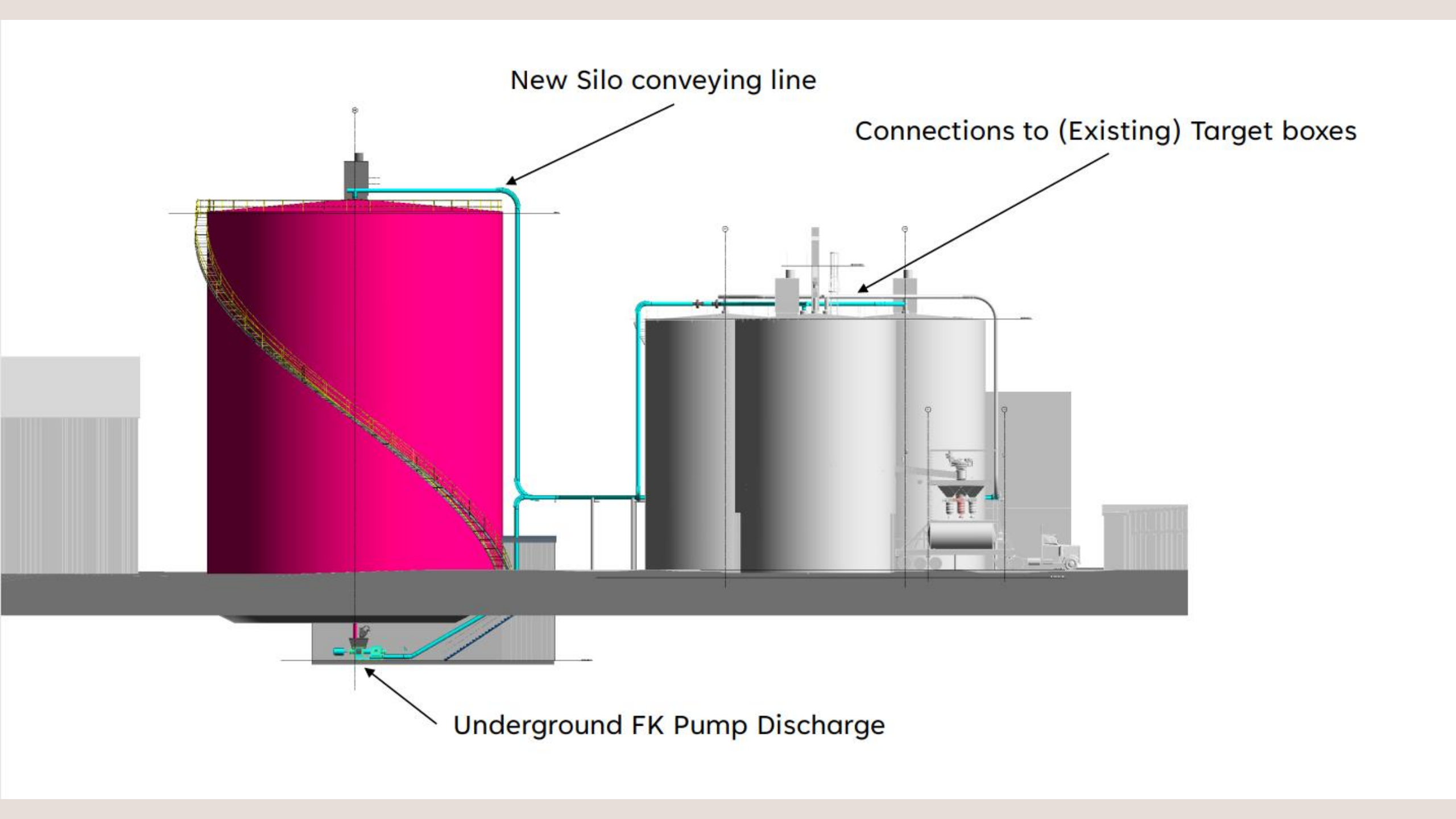
New Silo conveying line

(Existing) Pneumatic  
line Tie-in point

New Silo conveying line

Connections with  
(Existing) Target boxes

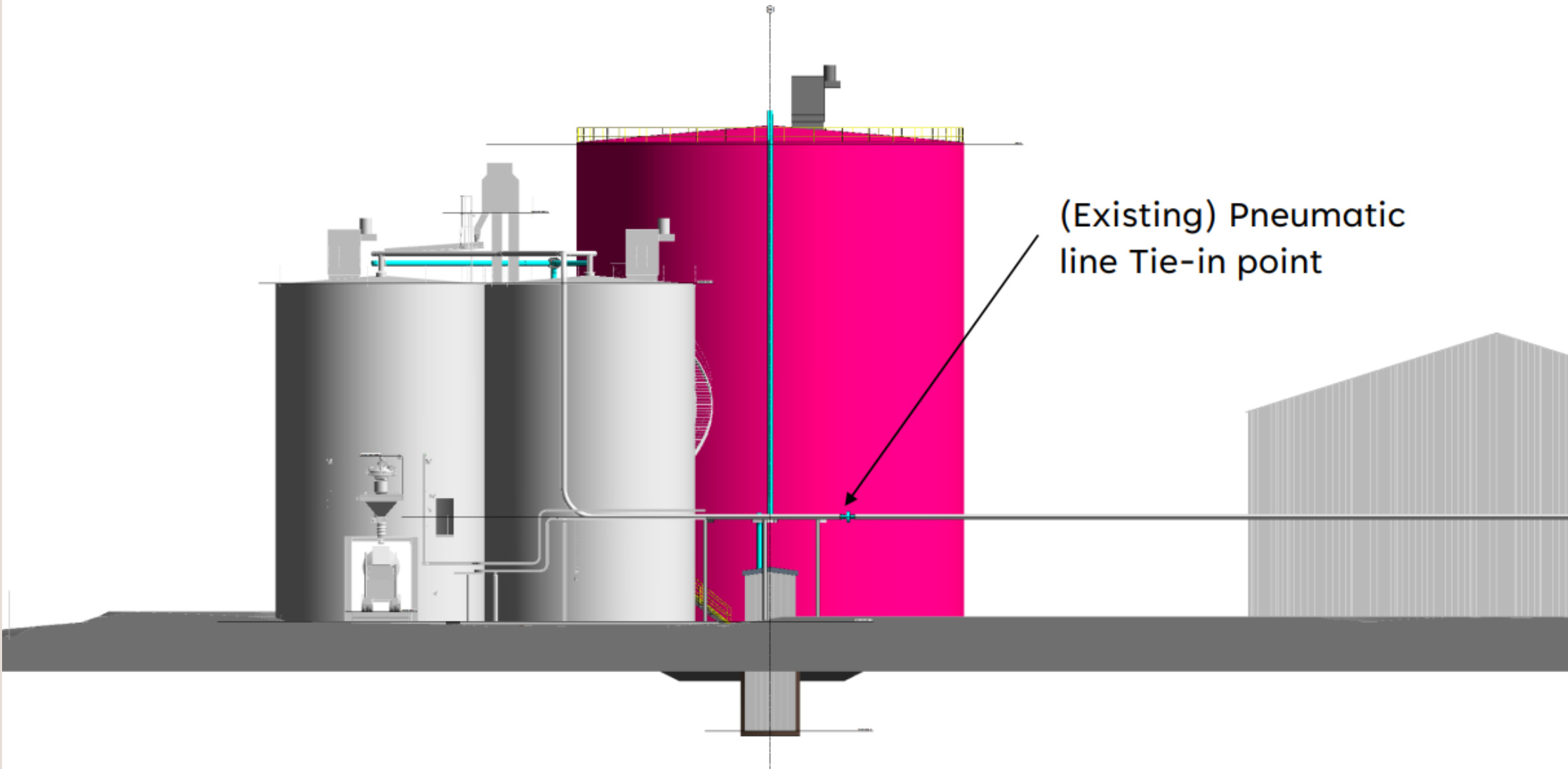
New Target box



New Silo conveying line

Connections to (Existing) Target boxes

Underground FK Pump Discharge



(Existing) Pneumatic line Tie-in point

# View from K Avenue





# View from K Avenue



Google Maps

W Utah Ave

# View from Utah Avenue



Tooele, Utah

Google Street View

Oct 2021

[See more dates](#)

Image capture: Oct 2021 © 2023 Google

# View from Utah Avenue



Tooele, Utah

Google Street View

Oct 2021

[See more dates](#)

Exhibit B

Staff Report

**STAFF REPORT**

August 14, 2023

**To:** Tooele City Planning Commission  
Business Date: August 24, 2023

**From:** Planning Division  
Community Development Department

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

**Re: Industrial Building Height – City Code Text Amendment Request**

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment regarding proposed revisions to the Tooele City Code 7-16-4: Table of Development Standards regarding the maximum height of certain buildings / structures in the Industrial zoning district.

**BACKGROUND**

This application is a request for approval of City Code Text Amendments in the Table of Development Standards for commercial / industrial development as found in TCC 7-16-4. The proposed text amendment addresses maximum building height of buildings / structures in the Industrial zoning district.

**ANALYSIS**

*Purpose.* A few weeks ago staff began an investigation into the building height requirements of the Industrial zoning district, particularly as the building height relates to storage structures such as silos. There are businesses located within the Ninigret and Peterson Industrial Depots that utilize silos to store raw materials necessary in the process of producing a certain product. One of these, Geofortis, is a company that produces a material that is necessary in the hardening process of concrete. They bring in raw materials by rail and truck such as fly ash, and use the material to produce their product. Geofortis has approached City Administration about considering an increase in the building height requirement for silos and other similar storage structures to facilitate greater storage capacity and enable greater production of materials.

*Ordinances Affected.* The following ordinance will be affected by this proposed ordinance amendment.

1. Title 7 Chapter 16, Section 4: Table of Development Standards

*Scope.* This ordinance amendment is limited only to properties located within the Industrial zoning district. The LI Light Industrial zone and the IS Industrial Service zone will not be affected if this text amendment is passed.

*Proposed Amendments.* Currently the Industrial zoning district limits all buildings and structures to 70 feet or 6 stories. There are no exceptions to this building height requirement. Silos, office buildings and any other structure stops at 70 feet. The proposed amendment provides an exception to this height requirement for silos or tanks utilized in the storage of material used in the process of producing a particular product on the site. The proposed text amendment would permit storage structures such as a silo or a tank to be up to 100 feet in height if the material proposed for storage meets certain criteria.

The amendments include the addition of “See Note H” in the Industrial column of the Maximum/Minimum Building Height row of the Table of Development Standards. This note then directs the reader to the end of the

table to the notes section where they would find “Note H.”

Note H is proposed to say:

*“Storage silos involving the storage of non-flammable, non-hazardous materials may be permitted a maximum building height of 100 feet with a Conditional Use Permit. Silo building height shall measured from finished grade to the mid-point of silo roof pitch or top of silo wall, whichever is greater. Tooele City Fire Department shall verify that materials to be stored are non-flammable and non-hazardous as part of the Conditional Use Permit process.”*

The note requires that any increase in building height for a silo or storage tank must obtain a Conditional Use Permit from the Planning Commission upon completion of a public hearing. A Conditional Use Permit does not grant the Planning Commission with authority to deny the permit but does give the Planning Commission authority to place conditions on a proposed silo if impacts to surrounding properties can be substantiated. Please note, the Planning Commission is obligated to approve all Conditional Use Permits.

The note defines how silo height is measured.

The note also requires that if a storage silo or tank is to exceed the 70 foot requirement up to 100 feet that it must be demonstrated that the materials stored within the structure are non-flammable or non-hazardous materials and requires that the Tooele City Fire Department review the proposed materials as part of the Conditional Use Permit process.

Geofortis has provided some computer renderings that help illustrate the size and scope of a 100 foot tall storage silo in relation to existing development on the site, existing 70 foot storage silos on their site as well as how the 100 foot tall silo would appear from a nearby road.

It should also be noted that the proposed amendments don’t address the square footage or footprint of a 100 foot tall storage silo or tank. Only the building height.

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

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area.
  - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
  - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
  - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
  - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

*Planning Division Review.* The Tooele City Planning Division has completed their review of the City Code Text Amendment request and has issued the following comment:

1. Conditional Use Permits provide some safeguard in that if the Planning Commission determines detrimental impacts from a proposed 100 foot tall storage silo they can assign conditions to mitigate those impacts. However, the Planning Commission is obligated to approve all Conditional Use permits. Even though a use is listed as “conditional” it is still an approved use in all of that zoning district.

*Engineering and Public Works Review.* The Tooele City Engineering and Public Works Divisions have completed their review of the City Code Text Amendment request and have no issued any comments regarding this proposed text amendment.

*Fire Department Review.* The Tooele City Fire Department have completed their review of the City Code Text Amendment request and have issued the following comments:

1. It may be difficult to define a material as non-flammable or non-hazardous.
2. How does the fire department achieve emergency access at the top of a 100 foot tall storage structure?
3. The Fire Department supports the requirement that they review any CUP request for a 100 foot tall storage silo.

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

## **STAFF RECOMMENDATION**

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

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

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

application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Tooele City Industrial Building Height Text Amendment request by Tooele City for the purpose of permitting a maximum building height of 100 feet in the Industrial zone for specific storage structures, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Tooele City Industrial Building Height Text Amendment request by Tooele City for the purpose of permitting a maximum building height of 100 feet in the Industrial zone for specific storage structures, based on the following findings:”

1. List findings ...



# ***Industrial Building Height Text Amendment***

*Existing View from K Avenue with 70 Foot Storage Silos*



***100 Foot Silo Comparison (Provided by Geofortis)***

# ***Industrial Building Height Text Amendment***

***Existing View from K Avenue with 70 Foot Storage Silos and 100 Foot Silo***



***100 Foot Silo Comparison (Provided by Geofortis)***

# ***Industrial Building Height Text Amendment***

***Existing View from Utah Avenue with 70 Foot Storage Silos***



***100 Foot Silo Comparison (Provided by Geofortis)***

# ***Industrial Building Height Text Amendment***

***Existing View from Utah Avenue with 70 Foot Storage Silos with 100 Foot Silo***



***100 Foot Silo Comparison (Provided by Geofortis)***

**TOOELE CITY CORPORATION**

**ORDINANCE 2023-38**

**AN ORDINANCE OF TOOELE CITY REASSIGNING THE ZONING FOR APPROXIMATELY .24 ACRES OF PROPERTY LOCATED AT 215 SOUTH 200 EAST FROM R1-7 RESIDENTIAL TO MU-G MIXED USE GENERAL.**

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 Zoning Map amendment for approximately .24 acres of property located at 215 South 200 West on August 16, 2023, requesting that the Subject Property be reassigned from the R1-7 Residential zoning district to the MU-G Mixed Use General zoning district (see Amendment Petition and map attached as Exhibit A, and Staff Report attached as Exhibit B); and,

WHEREAS, the Subject Properties are owned by Kay Thomas Reese and are

currently designated as Mixed Use in the Land Use Element of the General Plan; and,

WHEREAS, the Mixed Use land use designation includes the MU-G Mixed Use General and the MU-B Mixed Use Broadway zoning districts; and,

WHEREAS, the MU-G Mixed Use General zoning district complies with the Mixed Use land use designation of the Land Use Element of the Tooele City General Plan; and,

WHEREAS, the property currently has an existing non-residential structure located there on that was historically utilized as a dental office and is now considered legally non-conforming as pertaining to land use; and,

WHEREAS, a change in zoning to the MU-G Mixed Use General zoning district will enable the existing non-residential structure to be utilized for residential and / or non-residential uses and eliminate the legal non-conforming status of the existing non-residential structure; and,

WHEREAS, on September 13, 2023, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see Planning Commission minutes attached as Exhibit C); and,

WHEREAS, on September 20, 2023, 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 create an opportunity for an existing resident to utilize an existing non-residential structure in many commercial, office and residential capacities that will benefit the City; and,
2. this Ordinance will eliminate an existing legally non-conforming structure and bring the structure into conformance with the zoning code; and,
3. this Ordinance will facilitate greater opportunities for local residents who need spaces to operate smaller commercial businesses that do not qualify for a home based business license; and,
4. the Zoning Map is hereby amended reassigning the zoning to MU-G Mixed Use General for approximately .24 acres of property located at 215 East 200 South, according to the map attached as Exhibit A and staff report attached as Exhibit B.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

S E A L

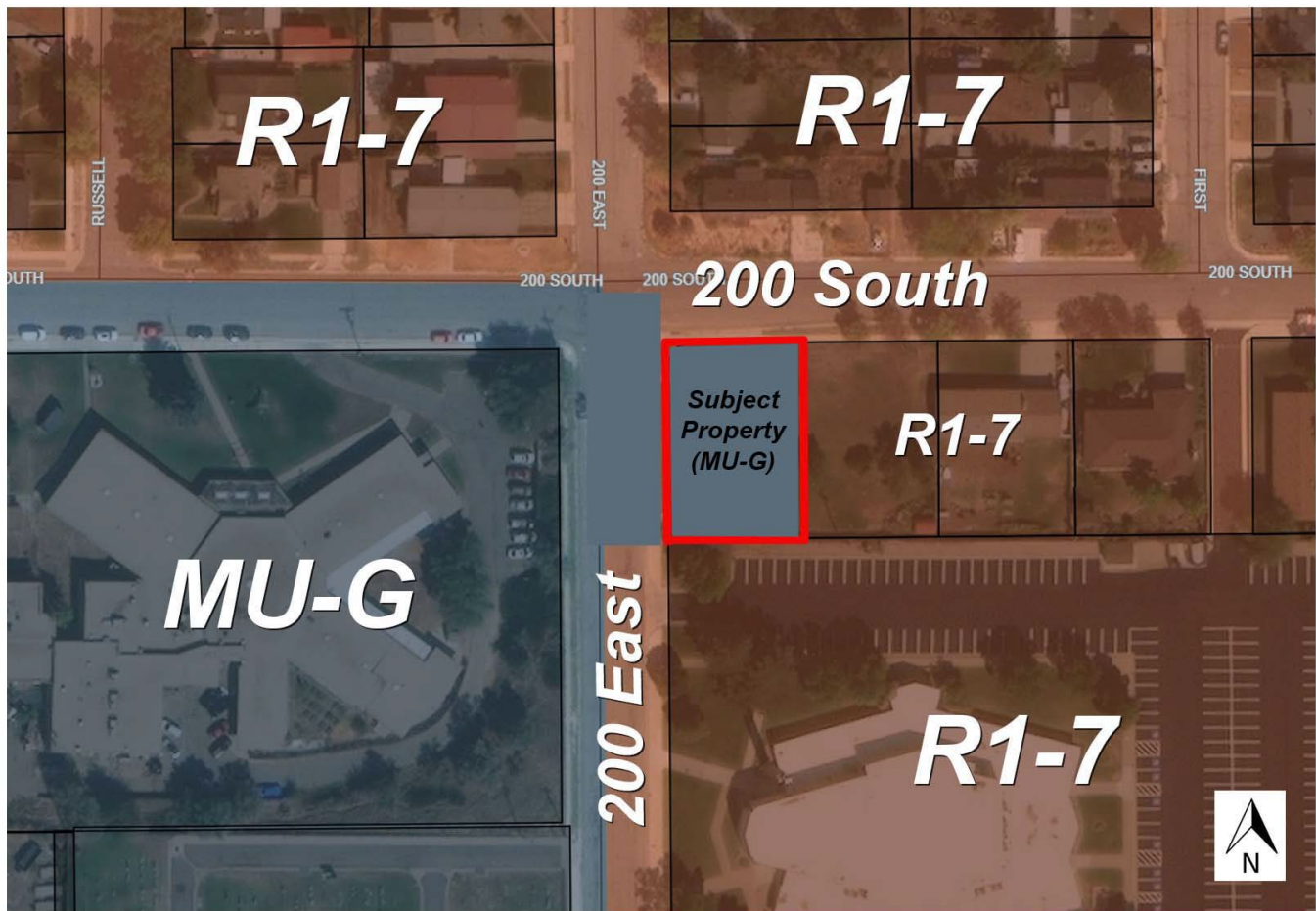
Approved as to Form:

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

# Exhibit A

## Petition and Mapping Pertinent to Zoning Map Amendment

### *Reese Dental Property Zoning Map Amendment*



*Proposed Zoning*



**EXHIBIT A**

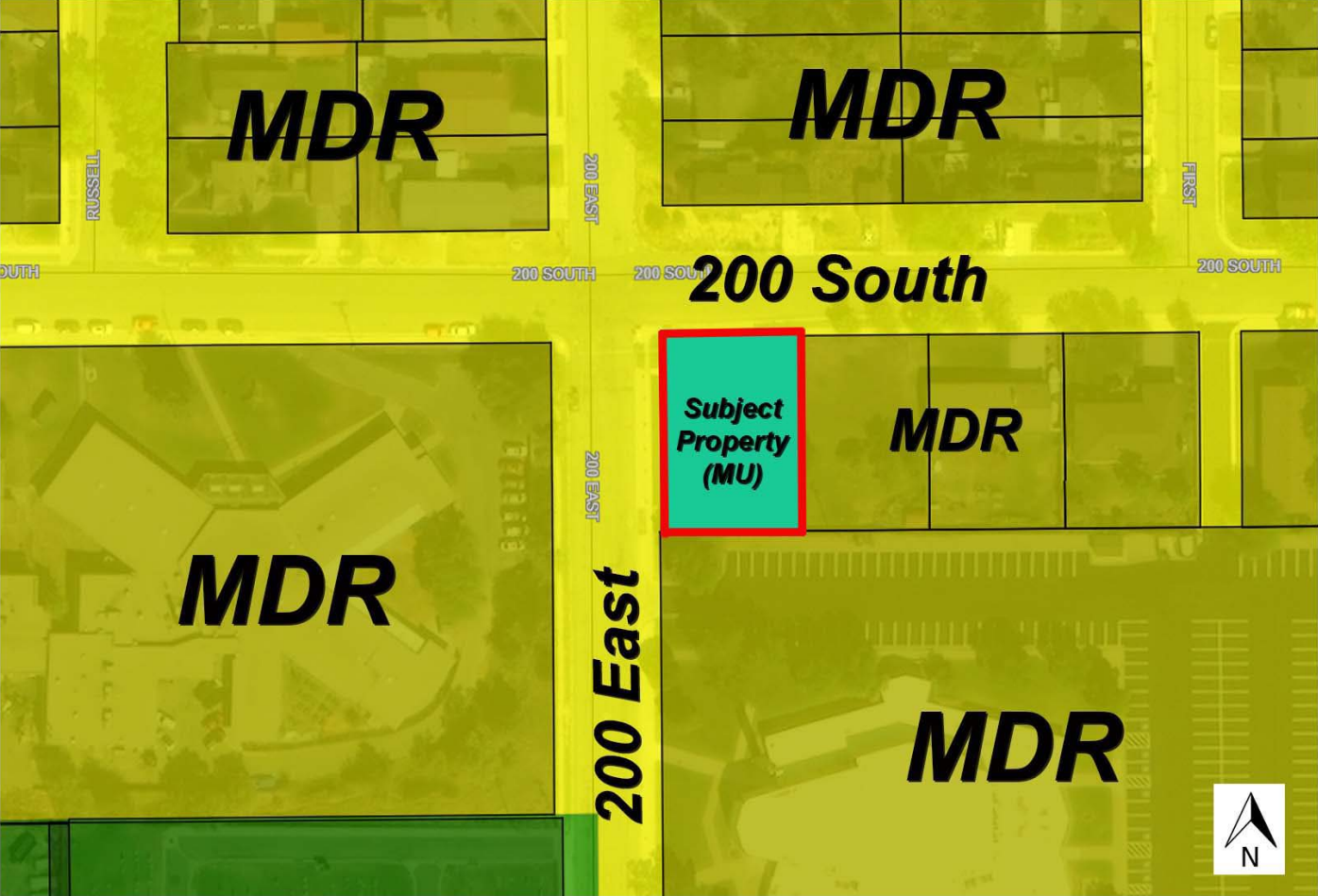
**MAPPING PERTINENT TO THE REESE DENTAL OFFICE ZONING MAP AMENDMENT**

***Reese Property Zoning Map Amendment***



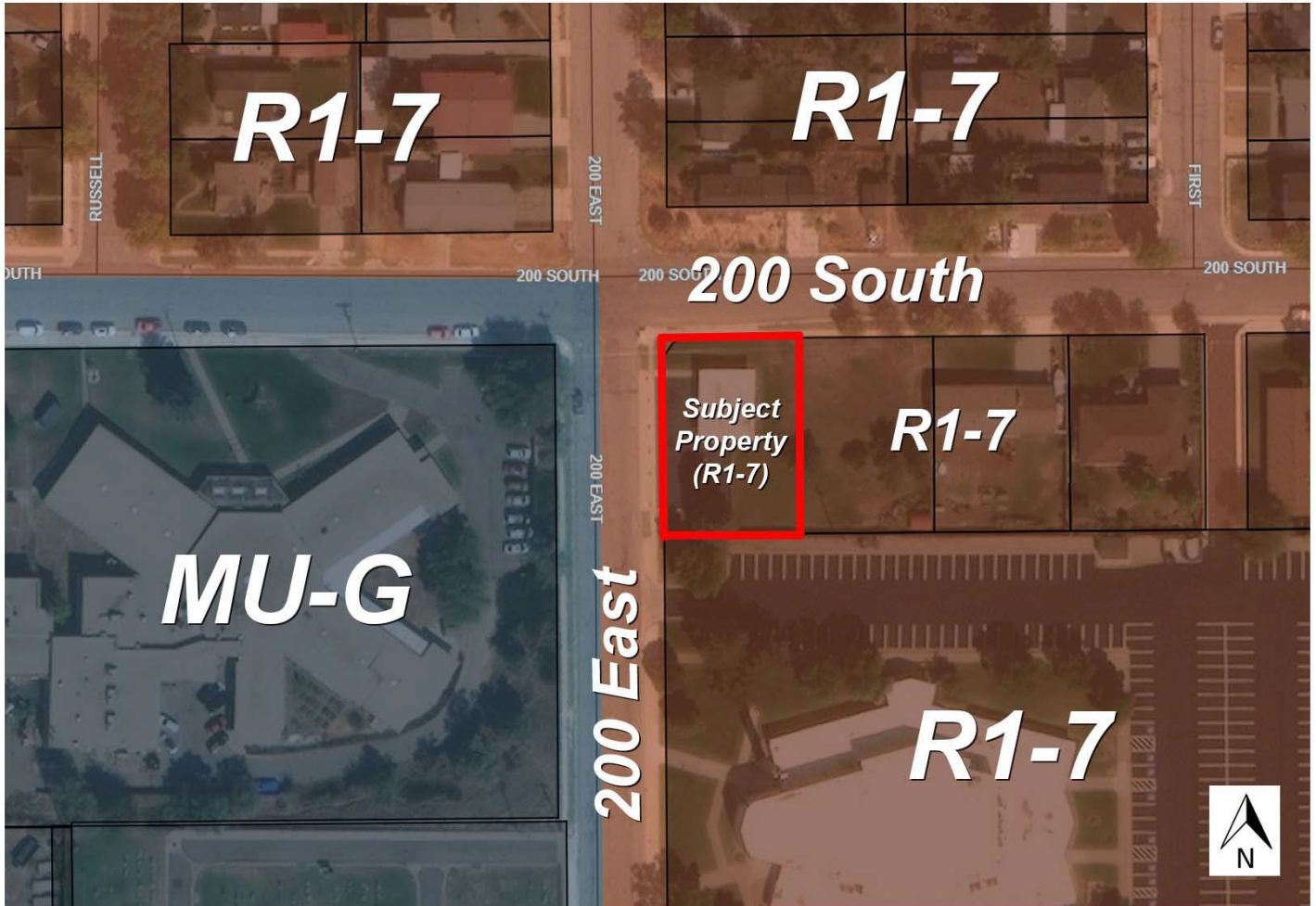
***Aerial View***

**Reese Property Zoning Map Amendment**



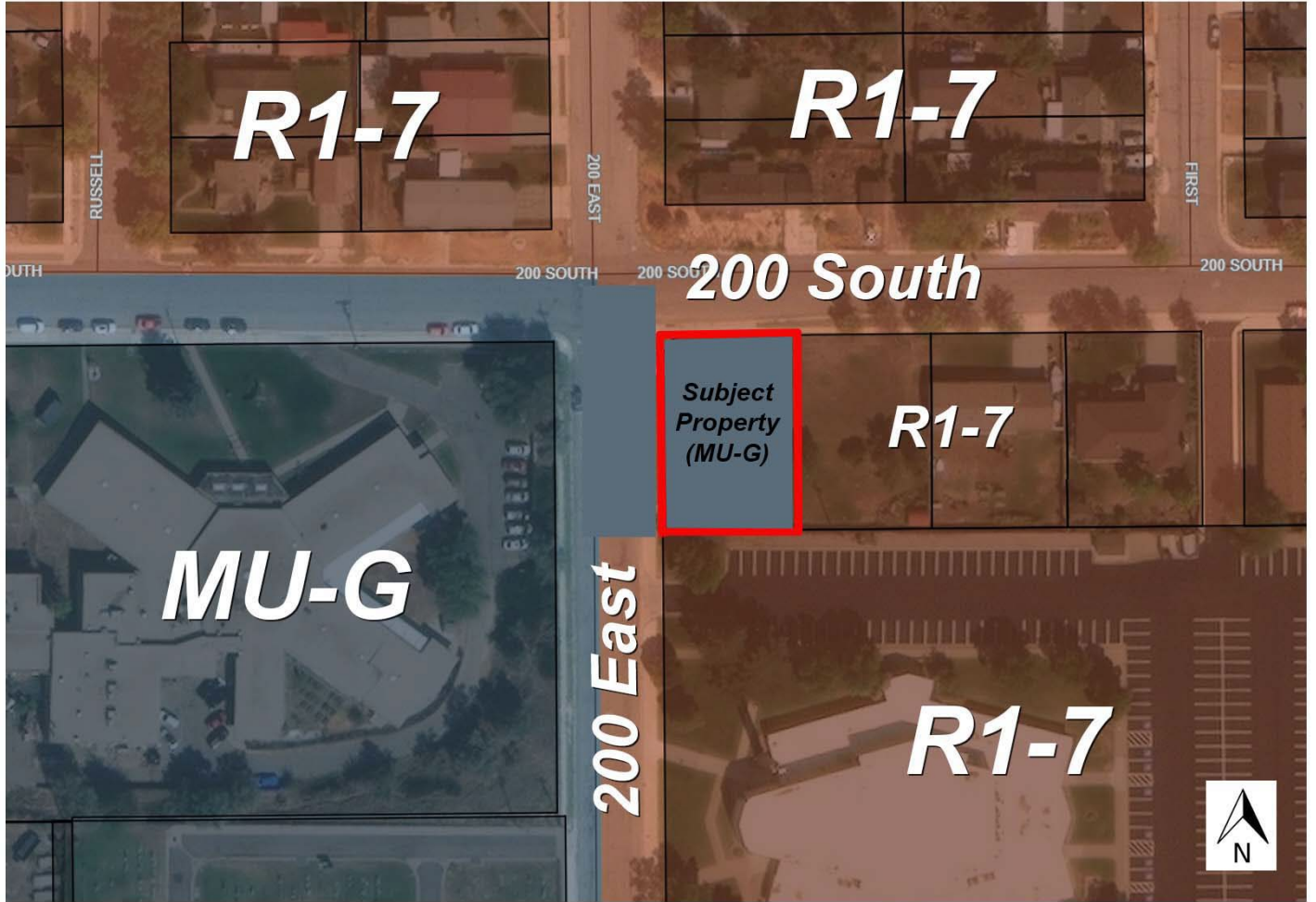
**Current Land Use**

# Reese Dental Property Zoning Map Amendment



**Current Zoning**

# Reese Dental Property Zoning Map Amendment



*Proposed Zoning*

Exhibit B

Staff Report

**STAFF REPORT**

August 30, 2023

**To:** Tooele City Planning Commission  
Business Date: September 13, 2023

**From:** Planning Division  
Community Development Department

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

**Re: Reese Dental Office – Zoning Map Amendment Request**

Application No.: P23-842  
Applicant: Kay Thomas Reese  
Project Location: 215 South 200 East  
Zoning: R1-7 Residential Zone  
Acreage: .24 Acres (Approximately 10,625 ft<sup>2</sup>)  
Request: Request for approval of a Zoning Map Amendment in the R1-7 Residential zone to re-assign the zoning for the subject property to MU-G Mixed Use General.

**BACKGROUND**

This application is a request for approval of a Zoning Map Amendment for approximately .24 acres located at 215 South 200 East. The property is currently zoned R1-7 Residential. The applicant is requesting that a Zoning Amendment be approved to re-assign the zoning for the subject property from R1-7 Residential to MU-G Mixed Use General in order to permit commercial and other non-residential activities to be conducted within the existing structure located on the site.

**ANALYSIS**

*General Plan and Zoning.* The Land Use Map of the General Plan calls for the Mixed Use land use designation for the subject property. The property has been assigned the R1-7 Residential zoning classification, supporting approximately five dwelling units per acre. The R1-7 Residential zoning designation is not identified by the General Plan as a preferred zoning classification for the Mixed Use land use designation. Properties to the north, east and south are all currently zoned R1-7 Residential. Property to the west is currently zoned MU-G Mixed Use General. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

The applicant has in the past operated a dental office in the existing commercial / non-residential office structure located on the property. The structure was constructed in 1985 and since that time ordinances and zoning have evolved to the point that the structure became a legally non-conforming dental office in a single-family residential zone as the R1-7 zoning district currently does not permit dental offices. A legally non-conforming designation permits a non-conformity to continue on in perpetuity as it was when the zoning changed as long as it maintains the following:

1. The non-conforming use does not cease for a period of one year.
2. The use does not change.

The applicant has not operated a dental office in the structure for a period longer than one year and therefore the legal non-conforming status of the structure has expired. When this happens the use of the

property and the structure then must conform with the uses permitted in the overlying zoning district which, in this case, is the R1-7 zoning district. This zoning district limits the structure to essentially single-family residential uses.

The applicant has not indicated on the application their intentions with the existing structure, however, in numerous conversations with the applicant in the Community Development office it was determined that they would like to operate a mental health counseling center at the facility. In order to accomplish this the property must be rezoned to a zone that will permit commercial and non-residential uses. Hence the reason for the request to re-assign the zoning to the MU-G Mixed Use General zone.

The property owner recently petitioned to have the land use designation for the subject property changed to Mixed Use to facilitate or enable the property to qualify for consideration of a Zoning Map amendment to the MU-G Mixed Use General zoning district. The City Council approved the request and the property was re-assigned to the Mixed Use land use designation.

The MU-G Mixed Use General zoning district permits a mix of commercial, office, single-family residential and multi-family residential land uses. In a MU-G zoning district a property can be utilized as commercial, office, medical, single-family residential, multi-family residential and in some cases even permitting a mix of these uses in one building. A change to the MU-G Mixed Use General zoning district would permit an existing legally non-conforming structure to become legal, enable greater use of an existing non-residential structure, provide additional commercial space for small businesses and provide the property owner with greater flexibility in utilizing an existing non-residential structure to its greatest and most effective use.

It should also be noted that property across 200 East is currently zoned as MU-G Mixed Use General and is utilized as a community center housing a wide variety of retail and personal services type commercial uses.

Further more, the MU-G zoning district also permits single-family residential, so a change in the zoning to MU-G Mixed Use General doesn't prohibit this property from being converted to a residential use or even a duplex if the applicant desired to utilize the building for that purpose.

Site Plan Layout. This is an existing structure that has expired its legally non-conforming status. See the aerial view for site conditions.

Subdivision Layout. The subdivision conditions of this property are complicated and not easy to understand, even for staff. The county records indicate that the dental office sits on a .46 acre parcel, however, the applicant insisted that he had previously approved a subdivision of the .46 acre parcel into two quarter acre lots. The applicant has even provided a plat that was approved by the Tooele City Planning Commission in 1966 splitting the .46 acre lot into two quarter acre lots as well as a quit claim deed from Tooele County showing lots 5 and 6. Staff doesn't entirely understand why the County's property records do not accurately reflect these lots but the applicant has provided documentation that demonstrates the lots do exist. The LUMA applies only to lot 6.

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. A change to the MU-G Mixed Use General zone eliminates an expired legally non-conforming designation and enables greater use and flexibility for an existing commercial / non-residential structure.
2. A change to the MU-G Mixed Use General zone will enable a structure to be utilized for commercial, office or personal services as well as single-family residential and even two family residential.
3. Changing to the MU-G Mixed Use General zone is a good solution for the non-conformity complications associated with this property.

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

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

Noticing. The applicant has expressed their desire to re-assign the land use designation for the subject property and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.



**STAFF RECOMMENDATION**

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

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

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

**MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Reese Property Zoning Map Amendment request by Kay Thomas Reese, to re-assign the zoning for .24 acres, to the MU-G Mixed Use General zone, application number P23-669, based on the findings listed in the Staff Report dated August 3, 2023:”

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 Reese Property Zoning Map Amendment request by Kay Thomas Reese, to re-assign the zoning for .24 acres, to the MU-G Mixed Use General zone, application number P23-669, based on the following findings:”

1. List findings...

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-76**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN “AGREEMENT FOR MUTUAL AID FIRE PROTECTION, SPECIAL EMERGENCY OPERATIONS, AND WILDLAND FIRE RESPONSES, BETWEEN TOOELE COUNTY AND TOOELE CITY.”**

WHEREAS, Tooele City operates a volunteer professional fire department (TCFD); and,

WHEREAS, it is customary for adjoining jurisdictions with fire departments to enter into mutual aid agreements in the interest of the general public safety; and,

WHEREAS, Tooele County and Tooele City desire to enter into an agreement with for TCFD to provide aid in the County’s jurisdiction in exchange for training- and capacity-based compensation per incident response, under the terms of the Agreement attached as Exhibit A; and,

WHEREAS, the City Council finds the Agreement to be in the best interest of Tooele City, TCFD, and the general Tooele-area community:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the “Agreement for Mutual Aid Fire Protection, Special Emergency Operations, and Wildland Fire Responses, Between Tooele County and Tooele City” is hereby approved, and that the Mayor is hereby authorized to sign the same on behalf of Tooele City and TCFD.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### Mutual Aid Agreement

**AGREEMENT FOR MUTUAL AID FIRE PROTECTION,  
SPECIAL EMERGENCY OPERATIONS, AND WILDLAND FIRE RESPONSES,  
BETWEEN TOOELE COUNTY AND TOOELE CITY**

**AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between Tooele County (“County”) and \_\_\_\_\_ (“Entity”), both being political subdivisions of the State of Utah.

1. Authorization. This Agreement is authorized by Utah Code Title 11 Chapter 7, and by Utah Code Section 65A-8-202.
2. Purpose. The purpose of this Agreement is to ensure mutual aid fire department response to support fire protection efforts within the protected area. This Agreement is designed to be all-hazards in nature and in mutual support of both parties.
3. Terms. The initial term of this Agreement is for a period of five years. This Agreement may then be renewed by the parties for up to two additional five-year terms, or replaced, in the discretion of each party.
4. Definitions. As used in this Agreement:
  - (a) “Incident” means an occurrence where firefighting resources are committed to a scene within the protected area, or a mutual aid response or special operations response regardless of location;
  - (b) “Fire Call” means response to a fire or medical call in the unincorporated area of Tooele County when notified by a municipal or county agency or by a dispatch agency;
  - (c) “Fire Protection” means a range of programs designed to protect the lives and property of persons from the adverse effects of fires, sudden medical emergencies, or exposure to dangerous conditions created by humans and/or nature, and includes fire prevention, public education, and rescue and suppression services;
  - (d) “Mutual Aid Response” means a reciprocal emergency response between jurisdictional neighbors in which assistance is rendered at no cost to the receiving agency pursuant to a mutual aid agreement;
  - (e) “Protected Area” means all unincorporated lands within Tooele County excluding Department of Defense lands and lands within the North Tooele Fire District.

- (f) “Special Operations Response” means a response to the following types of incidents: hazardous materials, high angle rescue, trench or confined space rescue, water rescue, dive rescue, and ice rescue;
  - (g) “Initial Attack” means actions taken during operational period by the first resources to arrive at a wildfire to protect lives and property and to prevent further extension of the fire;
  - (h) “Extended Attack” means the actions taken in response to a wildland fire that has not been controlled by initial attack forces and for which more firefighting resources are arriving, are in route, or are being ordered by the incident commander;
  - (i) “Closest Forces” means the closest available appropriate and qualified firefighting resources, regardless of agency, for response to an incident;
  - (j) “Independent Action” means action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity;
  - (k) “Fire Management” means all activities required to manipulate wildland fire to protect values at risk and abate the public nuisance, including prescribed fire, prevention and education, and hazardous fuel mitigation; and
  - (l) “Delegated Fire” means a fire for which the Division of Forestry, Fire and State Lands has accepted responsibility pursuant to Utah Code Section 65A-8-203.1
5. Integration. Termination of existing reciprocal fire protection agreements. All existing written or implied reciprocal fire protection agreements between County and Entity are hereby terminated. From the date of this Agreement, all fire protection services between County and Entity shall be governed by this Agreement and any amendments.
6. Independence.
- (a) Entity is fully responsible for the management and actions of its fire department and its equipment and personnel.
  - (b) County recognizes that Entity’s priority is to provide fire protection within its own boundaries. Entity is not obligated to furnish aid to County if furnishing such aid will endanger or jeopardize fire protection within Entity’s boundaries. Entity’s fire chief or properly authorized designee will be the sole judge as to whether conditions permit assistance to be rendered pursuant to this Agreement. If Entity’s fire personnel are engaged in fire protection actions pursuant to the provisions of this Agreement outside of their jurisdiction, Entity

may, in order to attend to an alarm within its boundaries, withdraw from the protected area incident upon notice to the incident commander or, in the absence of a separate incident commander, upon notice to an employee of the Tooele County Emergency Services Department.

7. Special operations compensation. Departments that maintain the following levels of special operations capability and that respond when requested shall be compensated \$10,000 per year:

Entity shall have:

- (a)
    - (1) at least four fully trained and equipped hazardous materials technicians, trained to 29 CFR 1910.120(q) level and prepared to respond;
    - (2) at least four fully trained and equipped dive/ice rescue technicians, trained and certified to nationally recognized standards and prepared to respond; or
    - (3) at least four fully trained and equipped rescue technicians in any of the stated rescue disciplines, certified to nationally recognized standards and prepared to respond; and
  - (b) documented backup staff members to support the above teams.
8. Mutual aid and response into unincorporated areas compensation. Departments who respond into unincorporated areas of Tooele County when requested by an initial responder with adequately staffed equipment and personnel to assist with all hazards fire suppression events or activities shall be compensated \$5000.00 per year. After Entity's response, as required by this Section, withdrawal of Entity under authority of Section 6.b., above, shall not be grounds to rescind payments to Entity for Entity's response.
  9. Participation by Entity in countywide fire services training incidents and coordination meetings i.e., Tooele County Fire Chiefs Association, Fire Marshals-Investigators Alliance, Unified Hazardous Materials Taskforce and EMS Council, shall be compensated \$5000.00 per year:
  10. Initial attack wildland fire fighting reimbursement. When Entity engages in mutual aid initial attack wildland firefighting on any unincorporated lands in Tooele County, including unincorporated lands within the North Tooele Fire District but excluding Department of Defense lands, Entity may submit a financial reimbursement request for the services rendered to the County. Responses and reimbursements shall adhere to the Tooele County Wildfire Initial Attack Reimbursement Policy

11. Compensation.
  - (a) For special operations capabilities and responses, County shall pay Entity \$10,000.00, no later than December 31 of each calendar year;
  - (b) Mutual aid and response into unincorporated areas compensation: County shall pay Entity \$5,000.00, no later than December 31 of each calendar year;
  - (c) Participation in Countywide Fire Services network; County shall pay Entity \$5,000.00, no later than December 31 of each calendar year;
  - (d) For initial attack wildfire reimbursement statements submitted under the Tooele County Wildfire Initial Attack Reimbursement Policy, County shall pay Entity NET 30.
  - (e) Under the Tooele County Project Reimbursement Policy, Entity is eligible to participate in and be reimbursed for time spent on, and equipment used on, fire mitigation efforts that occur in County's unincorporated areas, including prescribed fire events and other fuel reduction projects.
12. Annual Assessment. The Tooele County Emergency Services Director (or designee) and the Entity's administrators shall annually evaluate this Agreement and the following factors:
  - (a) Entity's special operations capability training level.
  - (b) Entity's responses to calls in the unincorporated areas of Tooele County.
  - (c) Entity's responses to special operations incidents;
  - (d) Entity's responses to mutual aid requests; and
  - (e) Entity's participation in countywide training incidents and coordination meetings, i.e., Tooele County Fire Chiefs' Association, ESF-10, Tooele County EMS Council.
13. Entity's Obligations. Entity shall:
  - (a) be responsible for preparedness, training, equipment, and response capability;
  - (b) ensure Entity's actions and responses are consistent with local, state, and national standards for emergency responses;



- (c) supply mutual aid throughout the protected area upon request so long as the furnishing of such aid will not endanger or jeopardize fire protection within the Entity's boundaries.
- (d) promptly notify County when fire investigation or cost recovery efforts are warranted, and shall take reasonable actions to protect evidence and preserve the scene, and (when reasonable) maintain exigent circumstances readiness and response until a qualified fire investigator arrives; and
- (e) communicate and coordinate staffing availability, anticipated staffing shortages, equipment downtime, and any potential barriers to delays in fire protection with neighboring agencies to ensure backfill is coordinated and the protected area remains sufficiently staffed.

14. County's Obligations. County shall:

- (a) make timely and complete payments as required in Sections 9 and 11;
- (b) be primarily responsible for providing fire investigation efforts and cost recovery efforts within the protected area, and upon request, within Entity's boundaries;
- (c) pursuant to a cooperative agreement between County and the Utah Division of Forestry, Fire and State Lands, be responsible for interagency expenses arising from initial attack wildland firefighting efforts on private lands within Entity's boundaries;
- (d) provide a fire-fighting force via the Terra Volunteer Fire Department to support fire protection efforts automatically when the drive time from Terra justifies a response, when requests for assistance are filtered through dispatch, or when incident severity dictates a Terra response; and
- (e) provide fire protection support and wildland fire management services and interagency support coordinated by the Northern Utah Interagency Fire Center (NUIFC) when automatically dispatched through the interagency run-card system or when ordered by a National Wildfire Coordination Group (NWCG) qualified incident commander.

15. Miscellaneous provisions.

- (a) Liability. Each party releases and waives any claim against all other parties for loss, damage, personal injury, or death occurring in the performance of this agreement. Each party shall indemnify the other for claims arising from or relating to the first entity's own negligent or intentional acts.

- (b) Modifications. This Agreement may only be amended, modified, or supplemented by written amendment signed by all parties.
- (c) Entire Agreement. This document, including exhibits, constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.
- (d) Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- (e) Force Majeure. No party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.
- (f) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, no party may assign its rights or obligations under this Agreement without the express written consent of all other parties, which consent shall not be unreasonably withheld.
- (g) Default. If any party defaults in any other provision of this Agreement, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorney's fees, which may be incurred by the non-defaulting party in enforcing their rights and remedies resulting from such default.

TOOELE COUNTY:

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
 Jared Hamner  
 County Council Chair

\_\_\_\_\_  
 Colin Winchester  
 Deputy County Attorney

\_\_\_\_\_  
 Tracy Shaw  
 County Clerk

[name of entity]:

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
 [name]  
 [title]

\_\_\_\_\_  
 [name]  
 Attorney

\_\_\_\_\_  
 [name]  
 Clerk



**TOOELE CITY CORPORATION**

**RESOLUTION 2023-77**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING NUISANCE CIVIL CITATION APPEAL FEES.**

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

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

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

WHEREAS, on June 7, 2023, the City Council approved Ordinance 2023-25 and enacted Tooele City Code Section 8-4-7, reestablishing civil citations and penalties for nuisance violations (in addition to the criminal penalties in Section 8-4-6 and abatement procedures beginning in Section 8-4-9); and,

WHEREAS, the Tooele City Fee Schedule has established a \$25 appeal fee for appeals from the following civil citations: sidewalk civil infractions; APWA civil penalties; garbage civil penalties; water restriction violations; and, parking violations (see the current Fee Schedule appeal fees for administrative appeals in the attached Exhibit A); and,

WHEREAS, consistent with other established appeal fees from civil citations, the City Administration recommends adopting a \$25 appeal fee for appeals from nuisance civil citations:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to add a \$25 appeal fee for appeals from nuisance civil citations issued under TCC Section 8-4-7.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### Administrative Appeal Fees

## ADMINISTRATIVE APPEALS

<b>Appeals to the Administrative Hearing Officer</b>			
<b>City Code Provision</b>	<b>Decision Type</b>	<b>Decision Maker</b>	<b>Appeal Fee*</b>
1-27-5	Zoning decisions	Zoning Administrator, Community Development Director	\$150
2-4-3(1)(a), 7-1-9(1)(a)	Zoning decisions	Community Development staff	\$150
2-4-3(1)(b), 7-1-9(1)(b)	Variances	NA	\$150
2-4-3(2)	Nonconforming use decisions	Zoning Administrator, Community Development Director	\$150
3-6-1 et seq.	Fire Code abatement	Fire Code officer	\$150
3-7-9	False alarm appeals	Fire enforcement official	\$150
4-11-22	Sidewalk civil infractions	City staff	\$25
4-17-4	APWA civil penalties	Public Works Director	\$25
5-1-29	Business license revocation	City Recorder	\$150
6-5b-8	Dangerous animal decisions	Police Chief	\$75
7-5-11	Conditional use permits	Planning Commission	\$150
7-25-32	Sign decisions	Community Development Director	\$150
8-3-16	Garbage civil penalties	Finance Department	\$25
8-4-9 et seq.	Nuisance abatement	Administrative code enforcement officer	\$150
8-11-17(4)	POTW pretreatment decisions	Public Works Director	\$500

8-16-10	Special event permit decisions	Mayor	\$25
9-4-16	Water restriction violation citations	Finance employee, Police officer	\$25
10-3-32	Parking citations	Police officer	\$25

\*Appeal fee to be refunded upon successful appeal.

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*Disclaimer: All fees are subject to change by legislative or administration decision. The absence of a fee on this Schedule, or the presence of an incorrect fee, does not relieve any person of the requirement to pay the correct fee for the service rendered.*



**TOOELE CITY CORPORATION**

**RESOLUTION 2023-78**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING DOW JAMES RECREATION COMPLEX USE FEES.**

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

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

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

WHEREAS, the City owns and operates the Dow James recreation building and complex, named after two local heroic firefighters who died protecting the public safety while fighting a wildland fire; and,

WHEREAS, the Parks and Recreation Department proposes streamlining the Dow James recreation complex use fees for health and recreation use (e.g., sports teams) from the current fee of "\$10/person/reservation period" to be the same as for non-profit community event use: "\$15/hour, maximum \$60/day"; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended as described above for Dow James Recreation Complex use fees.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-80**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR CHILLER REPLACEMENT AT TOOELE CITY HALL.**

WHEREAS, City Hall was constructed beginning in 1998 and was occupied in May of 2000, and contains the original chiller and air conditioning equipment, which has depreciated due to age and use to where it is antiquated and needs to be replaced; and,

WHEREAS, the City has selected American Chiller Mechanical Service to perform the work, in the amount of \$134,500, and because American Chiller is a State of Utah-approved contractor, no further bidding is required by Utah statute or Tooele City policy; however, the City did obtain another company quote, which was substantially higher; and,

WHEREAS, proper functioning of City Hall equipment is important to the operation of City government functions and to the services provided to the public; and,

WHEREAS, the Tooele City Code requires all claims against the City of \$30,000 and higher to be approved by the City Council; and,

WHEREAS, the agreement is in the best interest of the health, safety, and welfare of the residents and businesses of the City and of the City employees:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with American Chiller Mechanical Service is hereby approved, and that the Mayor is hereby authorized to sign the agreement.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

American Chiller Agreement – City Hall



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service]** of **2714 N. Lake Rd. Genola, UT 84655, PO Box 50701, Provo, UT 84605**, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the **20<sup>th</sup>** day of **September, 2023** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
  - Chiller replacement at Tooele City Hall, located at 90 North Main, Tooele, UT 84074
  - Remove existing Chiller, VFD. Chilled water circulation pump, existing controls.
  - Install new Chiller System, and two chilled water circulation pumps.
  - Install all new connection piping to provide adequate access to pumps, and other normally wear parts.
  - Install VFD’s for each chilled water pump.
  - Install Controls to run Chiller and chilled water pump and, maintain proper flow, maintain temperature set points, including graphics and licensing for remote access and control.
  - Complete inspection, startup and successful testing of new system.
  - Complete training for owner and operators of system.
  - Contractor responsible for removal of existing fixtures from facility.
  - Contractor responsible for job site safety, proper containment of work area and equipment.
  - Contractor will remove any and all debris from the site and will be responsible for maintaining a clean construction area. Proper marking and tagging of area and items if required.
  - Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical control and electrical circuits.
  
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
  
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **\$134,500.00** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
  
4. Term of Agreement. Contractor shall fully perform the Services by **December 31<sup>st</sup>, 2023**.
  
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
  
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.

- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
  - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_

Attest:

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

SEAL

Approved as to form:

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



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

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

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

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

CHECK APPLICABLE BOX:

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

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

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

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

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

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

\_\_\_\_\_  
Date



# PROPOSAL

American Chiller Mechanical Service  
Phone 801-946-5850

PO Box 954

Riverton, Utah 84065

State Contract #: MA3361

July 25, 2023



From: Trent Sorensen

To: Darwin

Building: Tooele City Hall

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

**American Chiller will provide the following:**

Labor and materials to replace chiller at Tooele City Hall. We also include the replacment of existing chilled water pump, adding a second chilled water pump, VFD's for each pump, insulation, controls, starup and testing.

Chiller Quoted is a York brand chiller.

**Investment Price NTE \$134,500.00**

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

**ACCEPTANCE AND APPROVAL**

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: Trent Sorensen DATE: July 25, 2023

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

ACMS APPROVAL:

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
ACMS Approval (type/printed name)

\_\_\_\_\_  
Customer Acceptance (type/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACMS Approval (signature)

\_\_\_\_\_  
Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-81**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR HEATING AND AIR CONDITIONING EQUIPMENT AT THE TOOELE CITY ANIMAL SHELTER.**

WHEREAS, the Tooele City Animal Shelter was constructed about 20 years ago, and contains antiquated and inadequate heating and air conditioning equipment, which needs to be replaced; and,

WHEREAS, the City has selected American Chiller Mechanical Service to perform the work, in the amount of \$56,600, and because American Chiller is a State of Utah-approved contractor, no further bidding is required by Utah statute or Tooele City policy; and,

WHEREAS, proper functioning of the Animal Shelter equipment is important to the operation of City government functions and to the services provided to the public, including the welfare of animals housed and treated at the shelter; and,

WHEREAS, the Tooele City Code requires all claims against the City of \$30,000 and higher to be approved by the City Council; and,

WHEREAS, the agreement is in the best interest of the health, safety, and welfare of the residents and businesses of the City, of the employees and volunteers working at the shelter, and of the animals housed and treated at the shelter:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with American Chiller Mechanical Service is hereby approved, and that the Mayor is hereby authorized to sign the agreement.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

American Chiller Agreement – Animal Shelter



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service]** of **2714 N. Lake Rd. Genola, UT 84655, PO Box 954 Riverton, UT 84065**, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the **20<sup>th</sup>** day of **September, 2023** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
  - HVAC upgrade/replacement at Tooele City Animal Shelter, located at 3312 North 1200 West, Tooele, UT 84074
  - Remove existing HVAC roof top system, existing controls, zone/area thermostats.
  - Install new VRF efficiency heat pump system.
  - Install piping, and venting control.
  - System designed and sized for additional fresh air load.
  - Complete inspection, startup and successful testing of new system.
  - Complete training for owner and operators of system.
  - Contractor responsible for removal of existing fixtures from facility.
  - Owner will retain ownership of current rooftop unit. Owner will transport and store current roof top unit.
  - Contractor responsible for roof jack repair and resealing of the roofing after removal and installation.
  - Contractor responsible for job site safety, proper containment of work area and equipment.
  - Contractor will remove any and all debris from the site and will be responsible for maintaining a clean construction area. Proper marking and tagging of area and items if required.
  - Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical control and electrical circuits.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **\$56,600.00** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **December 31<sup>st</sup>, 2023**.

5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
  - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_

Attest:

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

SEAL

Approved as to form:

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Roger Evans Baker, Tooele City Attorney

*(Revised 06/14/2022)*



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

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

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

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

### CHECK APPLICABLE BOX:

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

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

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

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

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

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

\_\_\_\_\_  
Date



# PROPOSAL

American Chiller Mechanical Service  
Phone 801-946-5850

PO Box 954

Riverton, Utah 84065

State Contract #: MA3361

April 20, 2023



From: Trent Sorensen

To: Tooele City

Building: Animal Shelter

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

**American Chiller will provide the following:**

Labor and materials to install VRF in the Tooele Animal Shelter in all rooms. System has been sized for additional fresh air load. We will also remove the old RTU (Transport and storage provided by owner).

Updated for price reduction 4/20/2023

**Investment Price NTE \$56,600.00**

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: \_\_\_\_\_ Trent Sorensen \_\_\_\_\_ DATE: April 20, 2023 \_\_\_\_\_

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Customer Acceptance (type/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (signature) \_\_\_\_\_ Date

ACMS APPROVAL:

\_\_\_\_\_  
ACMS Approval (type/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
ACMS Approval (signature) \_\_\_\_\_ Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-82**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AMERICAN CHILLER MECHANICAL SERVICE FOR HEATING AND AIR CONDITIONING EQUIPMENT AT THE TOOELE CITY PARKS & RECREATION DEPARTMENT OFFICE BUILDING.**

WHEREAS, Tooele City acquired a former medical office building and has converted the building to be the Tooele City Parks & Recreation Department office, and the building needs new heating and air conditioning equipment as part of the building conversion; and,

WHEREAS, the City has selected American Chiller Mechanical Service to perform the work, in the amount of \$278,550, and because American Chiller is a State of Utah-approved contractor, no further bidding is required by Utah statute or Tooele City policy; and,

WHEREAS, proper functioning of the Parks & Recreation Department office building is important to the operation of City government functions and to the services provided to the public; and,

WHEREAS, the Tooele City Code requires all claims against the City of \$30,000 and higher to be approved by the City Council; and,

WHEREAS, the agreement is in the best interest of the health, safety, and welfare of the residents and businesses of the City, of City employees:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with American Chiller Mechanical Service is hereby approved, and that the Mayor is hereby authorized to sign the agreement.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

American Chiller Agreement – Parks Office



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **American Chiller Mechanical Service]** of **2714 N. Lake Rd. Genola, UT 84655, PO Box 954 Riverton, UT 84065**, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the **21<sup>st</sup>** day of **September, 2022** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
  - HVAC VRF Heat pump system at Tooele City Parks & Recreation Office, located at 255 South 1<sup>st</sup> East, Tooele, UT 84074
  - Install new VFR system, units in each area/zone (32 Units) Wall mount on first floor and ceiling cassettes upstairs, Control and Thermostats for each zone/area.
  - Install all new connection piping to provide adequate access to heat pumps, and other normally wear parts.
  - Condensation drain will be gravity fed to drains installed by another contractor. No condensation drain pumping is provided in this contract.
  - Install I-View Controls to run systems, maintain temperature set points, including graphics and licensing for remote access and control.
  - Fresh air calculations. Fresh air consideration is the only equipment allowed on roof. Contractor will re-seal any needed roof penetrations.
  - Complete inspection, startup and successful testing of new system.
  - Complete training for owner and operators of system.
  - Owner has removed all existing fixtures from facility.
  - Contractor responsible for job site safety, proper containment of work area and equipment.
  - Contractor will remove any and all debris from the site and will be responsible for maintaining a clean construction area. Proper marking and tagging of area and items if required.
  - Contractor will be responsible to consult with city electrician for any electrical connections and/or electrical control and electrical circuits.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **\$278,550.00** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **December 31, 2023**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.

6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
  - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_

Attest:

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

SEAL

Approved as to form:

---

Roger Evans Baker, Tooele City Attorney

*(Revised 06/14/2022)*



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

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

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

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

CHECK APPLICABLE BOX:

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

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

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

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

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

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

\_\_\_\_\_  
Date



# PROPOSAL

American Chiller Mechanical Service  
Phone 801-946-5850

PO Box 954

Riverton, Utah 84065

State Contract #: MA3361

August 21, 2023



From: Trent Sorensen

To: Tooele City

Building: Parks Office

SCOPE OF SERVICE to be provided by American Chiller Mechanical Service in accordance with the following description:

**American Chiller will provide the following:**

Labor and Materials to install VRF system for both floors for the new Parks Office Building. We include all equipment (32) Indoor units wick will be wall mount units downstairs and cassette style upstairs; Load Calculations, fresh air, startup and testing. Breakdown:

Labor \$95,700

Materials and Equipment \$201,350

Condensate will need to be inspected to determine if it can be gravity drained or pumped. For this reason, condensate is not included in this price

**Investment Price NTE \$278,550.00**

Exclusions: Items or Labor not specifically mentioned herein are EXEMPT from this proposal, Drywall patchwork, pre-existing conditions.

ACCEPTANCE AND APPROVAL

This shall become a valid AGREEMENT upon signature by CUSTOMER and signature by a ACMS representative in the ACMS Approval blocks below. The undersigned acknowledges and agrees by its signature that the Scope of Service and any amendment or addenda prepared by ACMS constitutes the entire AGREEMENT.

SUBMITTED BY: Trent Sorensen DATE: August 21, 2023

Execution by Authorized Representatives:

CUSTOMER ACCEPTANCE:

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Customer Acceptance (type/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Acceptance (signature)

\_\_\_\_\_  
Date

ACMS APPROVAL:

\_\_\_\_\_  
ACMS Approval (type/printed name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
ACMS Approval (signature)

\_\_\_\_\_  
Date

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-79**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A GENERAL CONSULTING AGREEMENT WITH WSRP CERTIFIED PUBLIC ACCOUNTANTS REGARDING THE CITY FINANCIAL STATEMENTS FOR FY23.**

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 internal 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 FY23, will be provided by another audit firm, giving separation and additional internal audit controls in the audit support and audit reporting functions; and,

WHEREAS, on October 19, 2022, the City Council passed Resolution 2022-89 approving a General Consulting Agreement with WSRP for general consulting regarding the audit and financial statements for FY22; and,

WHEREAS, the City Administration recommends that the City approve a General Consulting Agreement with WSRP for FY23, which will address accounting services associated with the internal audit, separate from the internal audit itself, as well as preparation of the financial statements for FY23; 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 \$37,000 to \$43,000, 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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### WSRP General Consulting Agreement



CERTIFIED PUBLIC  
ACCOUNTANTS AND  
BUSINESS ADVISORS

## 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 tother good ad 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:
  - a. Consultant will prepare the June 30, 2023 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 June 30, 2023 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 the June 30, 2023 retirement entries.
  - e. Consultant will update and record the leases as of June 30, 2023. Consultant will assist the Client in setting up the lease schedules for new lease agreements entered into. Consultant will provide assistance with the implementation of the new lease standard for June 30, 2023.

- f. Consultant will review the OPEB valuation performed and record the journal entries as of June 30, 2023.
- 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 2023 and be completed in November 2023.
5. **Compensation.** For services provided hereunder, Consultant's fee shall range from \$37,000 to \$43,000.
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.

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 August 3, 2022

CLIENT

Tooele City Corporation

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Debbie Winn, Mayor

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Justin Brady, City Council Chairman



CONSULTANT

WSRP, LLC

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Brandon R. Keyes, Partner

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-83**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING WITH TOOELE TECHNICAL COLLEGE (TTECH) FOR ITS SMALL BUSINESS DEVELOPMENT CENTER (SBDC).**

WHEREAS, TTEch, through its Tooele SBDC program, has provided access to small business governmental resources and advising services to existing and new business owners for several years as a business resource center; and,

WHEREAS, TTEch has been established in Tooele City as a direct result of the support it has received from the City; and,

WHEREAS, TTEch has partnered with the City and other governmental entities for several years to offer these small business services; and,

WHEREAS, without these entities requesting TTEch to provide these services, and without their financial support, it would not have been and would still not be possible for TTECH to provide these services which are, in part, federally funded (U.S. Small Business Administration) for residents of Tooele City; and,

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the residents and business of the City to support the SBDC and business community in accordance with this MOU:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Memorandum of Understanding with Tooele Technical College for its Small Business Development Center 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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### TTech-SBDC Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TOOELE CITY  
AND  
TOOELE TECHNICAL COLLEGE**

This Memorandum of Understanding ("MOU") made this 15<sup>th</sup> day of August 2023, by and between the Tooele City, (hereinafter the "City") and the Tooele Technical College (hereinafter "TTech"), on behalf of its Tooele Small Business Development Center (hereinafter "SBDC") Program. The period of this MOU is effective from July 1, 2023, through June 30, 2027.

WHEREAS, TTech, through its Tooele SBDC Program, has provided access to small business governmental resources and advising services to existing and new business owners for several years as a Business Resource Center; and

WHEREAS, TTech, has been established in Tooele City as a direct result of the support it has received from the City; and

WHEREAS, TTech, has partnered with the City and other governmental entities for several years to offer these small business services; and

WHEREAS, without theses entities requesting TTech to provide these services and without and their financial support it would not have been and would still not be possible for TTECH to provide these services which are, in part, federally funded (U.S. Small Business Administration) for residents of Tooele City; and

WHEREAS, the City has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to support the SBDC and business community in accordance with this MOU.

**WITNESSETH**, that for and in consideration of the mutual promises, consideration of payments and undertakings herein described, the promises and other valuable considerations of the parties hereto agree as follows:

**I. OBLIGATIONS OF TTECH:**

- A. Provide small business counseling within Tooele City. Services will be provided primarily at TTEch, or at another location based upon the request of the SBDC Client and requests of partners to be more visible at their places of business around or within Tooele City.
- B. Hire, train and supervise a qualified SBDC Director to provide counseling to small businesses in Tooele City. The SBDC Director shall:
  - (a) Develop, manage and implement functions associated with the SBDC which may include long- and short-term counseling, consulting, seminars, workshops, classes, business programs, assessments, services and referral of other resources or programs to small business owners and entrepreneurs in accordance with SBDC / SBA guidelines and procedures; promotes growth, expansion, innovation, increased productivity, sustainability, and management improvement in area small businesses and prospective businesses.
  - (b) Shall assist in the Custom Fit Program at TTEch to the extent it supports SBDC clients or potential clients in the Tooele City region.
  - (c) Shall fulfill the duties required of a State authorized Business Resource Center (BRC) which are congruent with the mission of an SBDC by providing “One-Stop” business resources which may include the following:
    - (i) Initiate and encourage business education programs, including programs in coordination and collaboration with public, private, and governmental institutions;
    - (ii) Provide research, development, or training programs for new businesses; Develop programs to aid business clients in finding the resource they need;
    - (iii) Work with the host institution in providing academic resources, including faculty and student assistance, as appropriate; Develop programs for outreach to entrepreneurs in rural areas of the state as appropriate; and
    - (iv) Provide individuals seeking business support referrals to state and federal agencies who provide business services.
  - (d) Develop, maintain, and report metrics to determine the effectiveness of efforts.
  - (e) At the end of SBDC fiscal year, TTEch will provide the Mayor with a written report and may provide an oral presentation to the Mayor and other concerned partners at their request. The report will be submitted by the end of August each year. The annual report may include the following:
    - (i) Clients served; the number of hours counseled;
    - (ii) Individuals attending training events and the number and title of events;
    - (iii) New business startups;
    - (iv) Custom Fit companies served;

- (v) Capital infusion realized by area clients; and
  - (vi) Jobs created.
- C. TTech shall invoice the City each year after the annual report has been delivered.

**II. OBLIGATIONS OF THE CITY:**

- A. Upon receiving an invoice from TTech for the fiscal year (July 1 – June 30) operations of the TTech SBDC, the City shall provide Fifteen thousand dollars (\$15,000.00) for the fiscal year 2024, and Twenty thousand dollars (\$20,000.00) per year for fiscal years 2025-2028, so long as it participates in this agreement.
- B. The payment should be submitted within 30 days from receipt of the invoice from TTech.
- C. Support promotion of the SBDC and TTECH through collaboration in developing business programs and services to expand the economic base within the City.
- D. Refer potential clients to the SBDC Director.

**III. OTHER PROVISIONS:**

- A. **Time Table.** This MOU will follow the fiscal year of TTech which is July 1<sup>st</sup> through June 30<sup>th</sup>. To provide stability of services for the community and both parties of this agreement, the intent of this MOU is to create an SBDC program which will continue from year to year until such time when either party decides to terminate this agreement. This MOU shall be in effect for the period of July 1, 2023, through June 30, 2028.
- B. **Termination.** Either party may terminate this MOU by providing written notice of termination to the other party ninety (90) days in advance of termination. Should the notice of termination be written by the City, all funds previously received by TTech are mutually understood to have been obligated for the purposes of providing the SBDC program until the end of the fiscal year. Therefore, no funds will be returned unless all parties agree to terminate the SBDC program, then all unassigned funds will be returned to the funding partners on a pro-rated basis.
- C. **Amendments.** This MOU represents the entire agreement between the parties and supersedes all prior and contemporaneous discussions, representations or agreements, whether written, electronic, oral or by a course of conduct. The MOU may not be altered or amended except in writing which is signed by the authorized representative of both parties.
- D. **Substantial Program Changes.** TTECH agrees to notify the City of any changes to the SBDC program or program service in writing within 30 days of said changes.

If changes to the SBDC program reduce the level of service as determined by this MOU, the City may withdraw participation from the SBDC program on a pro-rated fiscal year basis.

- E. **Notices.** All notices, approvals, or requests in connection with this MOU shall be in writing and shall be deemed given when delivered personally by hand or one business day after the day sent to the following address:

(a) **If to the City:**

Tooele City  
90 North Main Street  
Tooele, UT 84074

(b) **If to the Tooele Technical College:**

Tooele Technical College  
88 South Tooele Blvd.  
Tooele, Utah 84074

- F. **Governance.** It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Utah, both as to interpretation and as to performance.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Memorandum of Understanding as the duly authorized act and deed of their respective entities as of the day and year first above written.

**TOOELE CITY**

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

Name: Debra Winn

Title: Mayor

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

**TOOELE TECHNICAL COLLEGE**

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

Name: Paul Hacking

Title: President

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



**TOOELE CITY CORPORATION**

**RESOLUTION 2023-84**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN END USER LICENSE AGREEMENT WITH ADLUMIN INC. FOR COMPUTER NETWORK SECURITY.**

WHEREAS, security software is vital for the protection of the City's computer network and associated data from theft, loss, ransom, and corruption; and,

WHEREAS, the City Administration recommends entering into a network security license agreement with Adlumin Inc., in the amount of \$52,934 (the agreement and cost quote are attached as Exhibit A; and,

WHEREAS, the agreement is in the best interest of the health, safety, and welfare of the residents and businesses of the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the End User License Agreement with Adlumin Inc. is hereby approved, and that the Mayor is hereby authorized to sign the agreement.

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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Adlumin Inc. End User License Agreement  
and Cost Quote



Adlumin Inc.  
End User License Agreement (EULA)  
1 September 2023

**Adlumin Inc.** (referred to as “Adlumin”) is willing to provide certain services to you as the individual, the company, **Adlumin Partner**, or the legal entity (referenced below “Licensee”) that enters into a written quotation, work order, statement of work or similar document with Adlumin that references these terms and conditions (hereinafter, this “Agreement”) only on the condition that you accept all of the terms of this Agreement. Adlumin and Licensee may be referred to individually as “Party” or collectively as “Parties.”

Read the terms and conditions of this Agreement carefully before purchasing any services from Adlumin. This is a legal and enforceable contract between You and Adlumin. By entering a written quotation, statement of work, or similar document with Adlumin or it’s Partners that references the agreement below, you agree to the terms and conditions of this Agreement.

## 1. DEFINITIONS

1.1 **Content Updates** means content used by certain Adlumin products or services which is updated from time to time, including but not limited to updated Software, vulnerability signatures for vulnerability assessment products, and exploits for penetration testing products.

1.2 **Documentation** means the documentation for the Software generally supplied by Adlumin to assist its customers in their use of the Software, including user and system administrator guides, manuals, and functionality specifications.

1.3 **Maintenance and Support Term** means the period in which Customer is entitled to receive Content Updates, as applicable, and support services from Adlumin, including all updates, enhancements, bug fixes, and new releases thereto that Adlumin makes generally available to its customers. The length of the Maintenance and Support Term shall be listed on the applicable Order Form and shall commence on the date of delivery of the Software.

1.4 **Order** means Adlumin’s order form or other ordering document signed or referenced by Customer, it’s Partners, or its authorized reseller which identifies the specific Software and/or Services ordered, the Volume Limitations, and the price agreed upon by the parties.

1.5 **Services** means Adlumin’s professional services (as described in Section 10.2) herein.

1.6 **Software** means those Adlumin products listed on the applicable Order Form.

1.7 **Software Term** means the period in which Customer is authorized to utilize the Software. Each Software Term shall be listed on the applicable Order Form and shall commence on the date of delivery of the Software, or on the first date the Proof of Value (PoV) begins.

**1.8 Volume Limitations** means the capacity indicated on the Order Form, including, as applicable, number of devices or assets, applications, data, plugins, and named individual users of the Software.

## 2. SOFTWARE LICENSES

**2.1 License to Products.** During the Software Term, Adlumin grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use and access the Adlumin Software (in object code only): (i) solely for the Customer's internal business purposes; (ii) within the Volume Limitations; and (iii) as described in this Agreement. The parties also agree to be bound by any further license restrictions set forth on the Order Form. The following license provisions shall also apply if Customer is purchasing (i) Adlumin's Security Operation Platform (ii) Log Retention, (iii) Managed, Detection and Response (MDR), (iv) Incident Response Subscription (IR), (v) Adlumin 360 Protect, (vi) Continuous Vulnerability Management, (vii) Total Ransomware Defense, (viii) Proactive Security Awareness, (ix) Progressive Penetration Testing and/or other services provided.

**2.2 Evaluation Licenses.** If the Customer's license is for a trial/Proof of Value (PoV), then the Software Term shall be for fourteen (14) days or the trial term specified on the Order Form. Customers may not utilize the same software for more than one trial or evaluation term in any twelve-month period unless otherwise agreed to by Adlumin. Adlumin may revoke Customer's evaluation or trial license at any time and for any reason. Sections 4 (Limited Warranty) and 9.1 (Indemnification) shall not be applicable to any evaluation or trial license.

**2.3 Use by Affiliates.** Subject to the Volume Limitations, Customer may make the Software available to its Affiliates under these terms, provided that Customer is liable for any breach of this Agreement by any of its Affiliates. "Affiliate(s)" means any entity now existing that is directly or indirectly controlled by Customer. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

**2.4 Delivery and Copies.** Delivery shall be deemed to have been made upon Adlumin providing instructions to download or activate the Software, as applicable. Notwithstanding anything to the contrary herein, Customer may make a reasonable number of copies of the Software for the sole purpose of backing-up and archiving the Software. Each copy of the Software is subject to this Agreement and must contain the same titles, trademarks, and copyright notices as the original.

**2.5 Restrictions.** The Software may only be used for the purposes of good-faith testing, investigation, and/or correction of security flaws, exposures, or vulnerabilities to advance the security or safety of devices, machines, or networks of those who use such devices, machines, or networks. Except as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (i) view the platform, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, create derivative works of the Software, or merge the Software into another program; (ii) resell, rent, lease, or sublicense the Software or access to it, including use of the Software for timesharing or service bureau purposes; (iii) circumvent or disable any security or technological features or measures in the Software; nor (iv) use the Software in order to build a competitive product or service, for competitive analysis, or to copy any ideas, features, functions, or graphics of the Software. Customer is responsible for its employees' compliance with this Agreement. If Customer identifies a vulnerability in the Software, all information and analysis regarding the vulnerability must be disclosed through the Adlumin ticketing process and to the Partner from whom, the software was purchased.

**2.6 Ownership of Software.** Adlumin retains all right, title, and interest in and to the Documentation, Software, Content Updates and in all copies, modifications and derivative works thereto including, without limitation, all rights to patent, copyright, trade secret, trademark, and other proprietary or intellectual property rights.

**2.7 Customer Systems.** Customer represents and warrants that it has the appropriate authorizations from the owner of the networks, systems, IP addresses, assets, and/or hardware on which it deploys the Software, or which it targets, scans, monitors, or tests with the Software.

### **3. FEES AND PAYMENT TERMS**

3.1 If Customer is purchasing the Software through an Adlumin authorized reseller, then the fees shall be as set forth between Customer and reseller and the applicable fees shall be paid directly to the reseller and Section 3.2 shall not apply.

3.2 Customer agrees to pay the fees, charges, and other amounts in accordance with the Order Form from the date of invoice. All fees are non-refundable unless otherwise stated herein. Customer shall be responsible for remitting all taxes levied on any transaction under this Agreement, including, without limitation, all federal, state, and local sales taxes, levies and assessments, and local withholding taxes in Customer's jurisdiction, if any, excluding, however, any taxes based on Adlumin's income. In the event Customer is required to withhold taxes from its payment or withholding taxes are subsequently required to be paid to a local taxing jurisdiction, Customer is obligated to pay such tax, and Adlumin, as applicable, will receive the Order Form payment amount as agreed to the net of any such taxes.

### **4. LIMITED WARRANTY**

**4.1 Adlumin's Responsibilities.** Adlumin will use commercially reasonable efforts to make the Adlumin Security Operations Platform available at all times, except for planned downtime as notified to Licensee by email or in writing in advance and any unavailability caused by force majeure circumstances (e.g., acts of God, acts of government, civil unrest, Internet Adlumin Security Operations Platform provider failures or delays, denial of service attacks, and other events beyond the reasonable control of Adlumin), and to provide the Adlumin Security Operations Platform only in accordance with applicable laws and government regulations. Adlumin will maintain commercially reasonable security, administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of Content.

**4.2 Software Warranty.** Adlumin makes no warranty regarding third-party features or services. Should third-party service features be unavailable, Adlumin will, at no additional cost to Customer, use commercially reasonable efforts to provide remedial services necessary to enable the Software to conform to the original features. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty.

**4.3 Disclaimer.** ADLUMIN DOES NOT REPRESENT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR WILL MEET CUSTOMER'S REQUIREMENTS. EXCEPT FOR THE WARRANTY ABOVE, ADLUMIN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-

INFRINGEMENT OF THIRD-PARTY RIGHTS. ADLUMIN MAKES NO WARRANTY THAT ALL SECURITY RISKS OR THREATS WILL BE DETECTED BY USE OF THE SOFTWARE OR THAT FALSE POSITIVES WILL NOT BE FOUND.

## 5. LIMITATION OF LIABILITY

**5.1 Exclusion of Certain Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ADLUMIN INC. ("ADLUMIN"), ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS SHALL NOT BE LIABLE TO THE AN ADLUMIN DIRECT CLIENT, PARTNER, OR THE PARTNER'S CLIENT OR ANY THIRD-PARTY CUSTOMER OF ANY OF THOSE LISTED, NOR ANY THIRD-PARTY FOR:

1. **Indirect Damages:** Any indirect, incidental, consequential, special, or exemplary damages, including but not limited to, loss of profits, loss of revenue, loss of business opportunities, loss of goodwill, or loss of data, even if ADLUMIN has been advised of the possibility of such damages.
2. **Third-Party Product Claims:** Any claims, losses, or damages arising from or relating to third-party products, or services licensed by Adlumin, or actions, including those related to third-party integrations, such as Continuous Vulnerability Management, Adlumin 360 Protect, Total Ransomware Defense, Proactive Security Awareness, Progressive Penetration Testing, Hubspot, or other third-party platforms that are beyond the control of ADLUMIN.
3. **Force Majeure Events:** Damages resulting from events beyond ADLUMIN's reasonable control, including but not limited to, acts of God, war, terrorism, natural disasters, government actions, or internet disruptions.
4. **Unauthorized Access or Use:** Any damages arising from unauthorized access to, or use of, the ADLUMIN platform, including those resulting from cyberattacks, hacking, or the failure of the client to maintain adequate security measures.
5. **User Misconduct:** Damages resulting from the client's or its authorized users' willful misconduct, negligence, failure to comply with applicable laws or breach of the terms of this Agreement.
6. **Specific Exclusions Related to Services:** Any damages related to the failure of specific services provided by ADLUMIN, including, but not limited to, Managed Detection and Response, Continuous Vulnerability Management and Patching Services, Proactive Security Awareness Training, Progressive Penetration Testing, or any other specific services explicitly excluded within this Agreement.

**5.2 Applies Regardless of Claim Basis.** THIS EXCLUSION OF CERTAIN DAMAGES CLAUSE SHALL APPLY WHETHER THE CLAIM FOR DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND SHALL APPLY EVEN IF ADLUMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.3 Limitation on Amount of Liability.** NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO ADLUMIN SPECIFICALLY FOR THE SERVICE OR PLATFORM THAT CAUSED OR RESULTED IN THE DAMAGES, DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE

AND NOT PER INCIDENT, AND THE TOTAL AMOUNT OF DAMAGES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE CAP STATED HEREIN.

EXCEPT THAT THE LIMITATION IN THIS SECTION SHALL NOT APPLY TO: (I) VIOLATIONS OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY; (II) A PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (III) ANY LIABILITY RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER THE CLAIM FOR DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND SHALL APPLY EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. VOLUME LIMITATIONS

**6.1 Usage Verification.** Customer understands and acknowledges that the Software may track and/or enforce its Volume Limitations. Additionally, upon Adlumin's written request, such request not to exceed once every six months, Customer shall provide Adlumin with a signed certification verifying that the Software is being used in accordance with this Agreement. In addition to the foregoing, at Adlumin's written request, Customer will permit Adlumin to review and verify Customer's records, deployment, and use of the Software for compliance with the terms and conditions of this Agreement, at Adlumin's expense. Any such review shall be scheduled at least ten days in advance, shall be conducted during normal business hours at Customer's facilities, and shall not unreasonably interfere with Customer's business activities.

**6.2 Exceeding Volume Limitations.** If the Service is used in excess of the Volume Limitations, following a reasonable notification period Customer shall be liable for, and Adlumin reserves the right to invoice for, the fees for such excess usage at Adlumin's then current list rates, or as otherwise set forth on the Order Form, notwithstanding the limitation on liability in Section 5.2 of this Agreement.

## 7. CONFIDENTIALITY

**7.1 Confidential Information.** "Confidential Information" means information provided by one party to the other party which is designated in writing as confidential or proprietary, as well as information which a reasonable person familiar with the disclosing party's business and the industry in which it operates would know is of a confidential or proprietary nature. A party will not disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor make use of any of the other party's Confidential Information except in its performance under this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party's Confidential Information in the same manner as it protects its own Confidential Information, but in no event with less than reasonable care. The parties expressly agree that the terms and pricing of this Agreement are Confidential Information. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.



**7.2 Exclusions.** Information will not be deemed Confidential Information if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process, or government regulation, provided that, unless prohibited from doing so by law enforcement or court order, the receiving party gives the disclosing party reasonable prior written notice, and such disclosure is otherwise limited to the required disclosure.

## **8. TERM & TERMINATION**

**8.1 The Software Term** (or Maintenance and Support Term for Software with a perpetual Software Term) will automatically renew for an additional one-year term at the rate listed on the applicable Order Form unless (i) otherwise indicated on the Order Form or (ii) either party provides the other with written notice of its election not to renew at least 30 days prior to the anniversary date. Any renewal will be invoiced at the rate indicated on the applicable Order Form. In connection with any renewal term, Adlumin reserves the right to change the rates, applicable charges and usage policies and to introduce new charges for any subsequent Subscription Term, upon providing Customer written notice thereof (which may be provided by e-mail) at least 60 days prior to the end of the applicable term.

**8.2** This Agreement or an Order Form may be terminated: (i) by either party if the other party is adjudicated as bankrupt, or if a petition in bankruptcy is filed against the other party and such petition is not discharged within sixty days of such filing; or (ii) by either party if the other party materially breaches this Agreement or the Order Form and fails to cure such breach to such party's reasonable satisfaction within thirty days following receipt of written notice thereof. The customer's license to use the Software shall terminate upon the expiration of the applicable Software Term. Upon any termination of this Agreement or an Order Form by Adlumin, all applicable licenses are revoked, and Customer shall immediately cease use of the applicable Software and certify in writing to Adlumin within thirty days that Customer has destroyed or returned to Adlumin such Software and all copies thereof. Termination of this Agreement or a license granted hereunder shall not relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder. All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

**8.3 Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights, licenses and access to the Adlumin Security Operations Platform granted to Licensee under this Agreement will immediately terminate, and all Fees owed pursuant to Section 3 will become immediately due and payable, unless termination is due to Adlumin's uncured material breach, in which case no further fees shall be payable by Licensee, and Adlumin shall refund to Licensee any prepaid fees on a pro-rata basis. Licensee agrees to remove all Adlumin agent and Adlumin Software upon termination of this agreement by either party.

**8.4 Licensee Data.** Upon termination of this Agreement for cause based on a material breach, Adlumin shall, when requested by Licensee, continue to provide 'read-only' access to the Licensee's portal and associated data for thirty (30) days after termination. If Licensee pays for Log Retention, 1 Year PCI Compliant Data Storage, the logs contained in Log Retention can be

exported in raw format as logs to the Licensee. The licensee agrees to pay the cost of exporting any raw log data from Adlumin's Security Operations Platform in Amazon Web Services (AWS) to the Licensee. Adlumin agrees, upon termination, cancellation, expiration, or another conclusion of this Agreement, within 30 days to destroy and not retain any copies (and furnish the Institution with an appropriate Certificate of Destruction) of all data or Confidential Information that is in its possession.

**8.5 Data Storage, Transfer, and Destruction at Termination.** Data will be stored the length of time that a customer pays for it to be stored (Adlumin's options are either 90 days or 365 days) during the contract period. All data older than 90 days will be destroyed unless the Licensee pays for 365 days of data storage (Adlumin's Log Retention). If only 90 days of storage is purchased, all data older than 90 days will be deleted. Data tables that store a customer data may be rolled or rebuilt completely on day 91. If Licensee desire to keep data more than 90 days from any ingested device, Licensee should purchase Log Retention. All data older than 365 days will be deleted in Log Retention at the end of the one-year period. If the Licensee wants data retained longer than one (1) year, that additional year of data will be stored at an extra cost for each additional year at the current data retention cost specified in the license / proposal. Licensee must notify Adlumin at least 60 days prior to the end of Year 1 if Licensee desires to retain its data longer than 1 year.

## **9. SERVICE LEVEL AGREEMENT**

**9.1 Adlumin Platform.** A Service Disruption is defined as the Software, or a component of the Software, or access to Adlumin's Dashboard portal, becoming unusable or unavailable after being installed, configured, and/or accessed as per the system requirements specified by Adlumin, or if data generated by the Software being found by Licensee to be inaccurate, due to a defect in the Software, as opposed to being caused by any action on the part of Licensee or the Licensee's network system or another third-party vendor. Such defect must be corrected within ten (10) business days of the matter having been reported to Adlumin by the Licensee.

9.2 Data corruption or destruction caused by a Licensee system, application, or service on the Licensee's network or the Licensee's third-party vendor or provider will not be considered a service disruption for purpose of this agreement. In the event of more than two (2) Service Disruption within a ten (10) day period, the Licensee may terminate this Agreement upon thirty (30) days prior written notice to Adlumin.

9.3 Notice to terminate must be given to Adlumin within thirty (30) days of the second service disruption event. In such event, the Licensee shall not be required to make further payments pursuant to this Agreement and shall receive a pro-rated refund for any payments previously made applicable to the time remaining on the Agreement. Licensee may also terminate this Agreement as described above in the event that three or more Service Disruptions occur within a three-month period, regardless of the timeframe within which each such individual Service Disruption was corrected.

### **9.4 Adlumin Security Operations Center SLA – See Appendix A**

## **10. INDEMNIFICATION**

**10.1 By Adlumin.** Adlumin will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees)

arising out of a third-party claim that the Software infringes or misappropriates any intellectual property right of such third party. Notwithstanding the foregoing, in no event shall Adlumin have any obligations or liability under this Section arising from: (i) use of any Software in a manner not anticipated by this Agreement or in combination with materials not furnished by Adlumin; or (ii) any content, information or data provided by Customer or other third parties. If the Software is or is likely to become subject to a claim of infringement or misappropriation, then Adlumin will, at its sole option and expense, either: (i) obtain for the Customer the right to continue using the Software; (ii) replace or modify the Software to be non-infringing and substantially equivalent to the infringing Software; or (iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Adlumin, then Adlumin may terminate Customer's rights to use the infringing Software and will refund pro-rata any prepaid fees for the infringing portion of the Software. THE RIGHTS GRANTED TO CUSTOMER UNDER THIS SECTION 9.1 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED INFRINGEMENT BY THE SOFTWARE OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT.

**10.2 By Customer.** Customer will indemnify, defend, and hold harmless Adlumin from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding Customer's: (i) use of the Software in violation of applicable law; or (ii) breach of the representation and warranty made in Section 2.7 and 11.4 of this Agreement.

## **11. TECHNICAL SUPPORT AND PROFESSIONAL SERVICES**

**11.1 Maintenance and Support Services.** The maintenance and support program selected by Customer shall be set forth on the applicable Order Form and shall be further subject to Adlumin's maintenance and support policy as defined in this EULA.

**11.2 Product-Related Professional Services.** Unless otherwise provided on an Order Form or statement of work ("SOW"), Customer is responsible for installing and configuring all Software. Adlumin may provide Customer certain professional services, such as installation, configuration, consulting, training, and external scanning, if and as specified on an Order Form or a separate SOW executed by the parties. Such Services will be invoiced upon execution of the Order Form or SOW. All changes to an SOW must be approved by both parties in writing. Adlumin shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any subcontractor, provided that Adlumin shall be responsible for the performance of any such subcontractor. Customer will have a non-exclusive, non-transferable license to use any deliverables or other work product developed by Adlumin in the performance of the Services which are delivered to Customer, upon Customer's payment in full of all amounts due for such deliverables or work product. Adlumin retains ownership of all information, software, and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all deliverables and work product compiled or developed by Adlumin in the performance of the Services.

**11.3 Professional Services Rescheduling.** To the extent Customer purchases Services, Customer may reschedule the Services up to ten business days prior to the start of the Services at no cost. If Customer reschedules the Services with less than ten business days' notice, Customer will forfeit the portion of the Services equal to the number of days that were rescheduled without the required notice. If Customer reschedules the Services after they have begun, Customer will forfeit five days of Services, or the number of days remaining on the Services, whichever is fewer. Customer will also be responsible for any out-of-pocket expenses incurred by

Adlumin due to such rescheduling. If performance of the Services is delayed by Customer's acts or omissions, including Customer's failure to meet the requirements set forth in an SOW, Customer will forfeit the duration of such delay from its Services time.

## 12. GENERAL PROVISIONS

(a) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

(b) **Governing Law and Jurisdiction.** This Agreement is governed by and construed under the laws of the State of Delaware without reference to conflict of laws principles. All disputes will be resolved in accordance with Delaware corporate dispute resolution regulations. If it becomes necessary for any party to institute legal action to enforce the terms and conditions of this Agreement, and such legal action results in a final judgment in favor of such party ("Prevailing Party"), then the party or parties against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred including, but not limited to, all attorney fees, court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder. Any suit, action or proceeding with respect to this Agreement shall be brought in the state or federal courts located in the State of Delaware. The parties hereto hereby accept the exclusive jurisdiction and venue of those courts for the purpose of any such suit, action or proceeding.

(c) **Entire Agreement.** This Agreement and the Adlumin Software Licensing Contract embody the entire understanding of the Parties and supersede any previous or contemporaneous communications, whether oral or written. Adlumin may update this agreement as products and services change.

### 12.1 Export

(a) Each party acknowledges that the export, re-export, deemed export, and import of the Software and Documentation by Customer and Adlumin is subject to certain laws, rules, executive orders, directives, arrangements, and regulations of the United States and of other countries. Each party agrees to comply with all applicable laws with respect to the exportation, importation, and use of the Software and Documentation.

(b) Each party agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, each party covenants that it will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from the other party under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

**12.3 Personal Data.** To the extent that Adlumin processes personal data about any individual in the course of providing the Software or Service, Customer agrees to Adlumin's Data Processing Agreement, located at [Adlumin.com/legal/dpa/](https://adlumin.com/legal/dpa/).

**12.4 Data Privacy.** Customer represents and warrants that Customer has obtained all necessary rights to permit Adlumin to collect and process data from Customer, including, without limitation, data from endpoints, servers, cloud applications, and logs.

**12.5 Injunctive Relief.** Notwithstanding any other provision of this Agreement, both parties acknowledge that any breach of this Agreement may cause the other party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, the parties agree that, in addition to any other remedy to which a party may be entitled hereunder, at law or equity, each party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

**12.6 Relationship of the Parties.** Adlumin and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

**12.7 US Government Restricted Rights.** This Section applies to all acquisitions of the Software or Services by or for the US federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the federal government for the Government's end use. The Software and Services are "commercial items" as that term is defined at FAR 2.101. If Customer is an Executive Agency (as defined in FAR 2.101) of the U.S. Federal Government ("Government"), Adlumin provides the Software and Services, including any related technical data and/or professional services in accordance with the following: If a right to access the Software and Services is procured by or on behalf of any Executive Agency (other than an Executive Agency within the Department of Defense (DoD)), the Government is granted, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to Adlumin's customers as such rights are described in this Agreement. If a right to access the Software and Services is procured by or on behalf of any Executive Agency within the DoD, the Government is granted, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software that are customarily provided to Adlumin's customers as such rights are described in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data provided by Adlumin to an Executive Agency within the DoD. Note, however, that Subpart 227.72 does not apply to computer software or computer Service documentation acquired under GSA schedule contracts. Except as expressly permitted under this Agreement, no other rights or licenses are granted to the Government. Any rights requested by the Government and not granted under this Agreement must be separately agreed in writing with Adlumin. This Section 11.6 of the Agreement is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Software and Services.

**12.8 Force Majeure.** Other than payment obligations hereunder, neither party will be liable for any inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (including, but not limited to, natural disaster, act of war or terrorism, riot, global

health crisis, acts of God, or government intervention), except for mere economic hardship, so long as the party continues to use commercially reasonable efforts to resume performance.

**12.9 No Reliance.** Customer represents that it has not relied on the availability of any future version of the Software or any future product or service in executing this Agreement or purchasing any Software hereunder.

**12.10 Notices.** Unless specified otherwise herein, (i) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact, and (ii) notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (b) when verified by automated receipt or electronic logs if sent by email. When sent by email, notices to Adlumin must be sent to [notices@Adlumin.com](mailto:notices@Adlumin.com).

**12.11 Publicity.** Customer acknowledges that Adlumin may use Customer's name and logo for the purpose of identifying Customer as a customer of Adlumin products and/or services. Adlumin will cease using Customer's name and logo upon written request.

**12.12 Compliance with Law.** Each party agrees to comply with all applicable federal, state and local laws and regulations including but not limited to export law, and those governing the use of network scanners, vulnerability assessment software products, encryption devices, user monitoring, and related software in all jurisdictions in which systems are scanned, scanning is controlled, or users are monitored.

**APPENDIX A**  
**ADLUMIN SECURITY OPERATIONS CENTER**  
**SERVICE LEVEL AGREEMENT (SLA)**

**Service Description**

The Adlumin Managed Detection and Response (MDR) Service allows our analysts to acknowledge and respond to alerts within seconds. The Adlumin Security Operations Platform is deployed on the Client's network and aggregates enterprise-wide security events from routers, firewalls, intrusion detection systems, servers and more. The Adlumin Security Operations Platform compares events to known malicious activity and known normal activity. Malicious and unknown events are sent via a secured connection to the Adlumin Security Operations Center (SOC) where the information is correlated and investigated by Security Analysts. The Security Analysts respond to attacks and anomalies according to the Adlumin SOC Incident Handling process.

**Response Service Hours of Operations**

We maintain Security Operations twenty-four hours a day, 7 days a week. You may reach an individual in this department by calling the SOC Support number at (202) 571-8860.

**User Obligations and Interdependencies for Adlumin SOC Performance**

User agrees to perform the obligations and acknowledges and agrees that Adlumin's ability to perform its obligations and its liability under the SLAs below, are interdependent on User's compliance with the following:

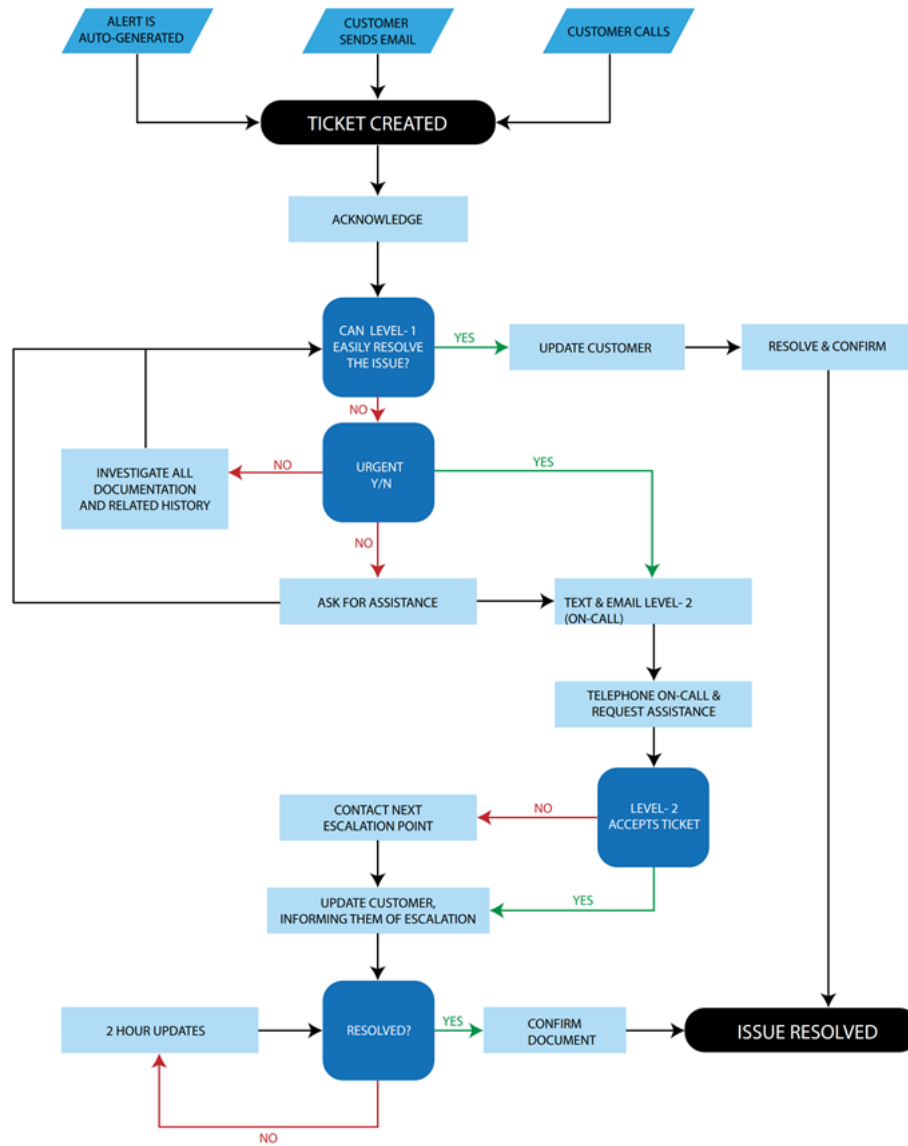
- Provide access to User-premises and relevant appliance(s) and management console(s).
- Maintain up-to-date third-party software support contracts for all devices subject to this service.
- Maintain appropriate levels of hardware and connectivity to prevent network performance degradation and maintain communications between the User-owned devices and the Adlumin Platform device
- User is responsible for all device configurations necessary for the Adlumin Platform to receive log data including implementing necessary tools to convert proprietary log formats into syslog or other standard output.
- User is responsible for identifying any policy or non -security incident related information in User's logs that User would like to collect; and for the configuration of their logging sources to report this information.

While the Adlumin SOC is designed to reduce or mitigate the risk of a cyberattack, Adlumin's Security Operations Platform will not eliminate all risks and is not a guarantee that an attack will not occur.

Threat Priority	SOC Response Description
Critical	1) Adlumin's MDR Service Level agreement gives an analyst an average of 60 seconds to acknowledge a Critical Adlumin threat detection. 2) Real-time email notification to client contact(s) provides SOC personnel an average time of 15 minutes to triage the detection to either dismiss or continue the investigation in process. 3) Telephone and email contact is made from SOC Level II to client contact(s) as required after confirmed by SOC Level II Analysts. 4) System Ticket(s) is automatically generated.
High	1) Adlumin's MDR Service Level Agreement gives an analyst 30 minutes to begin a review of a High detection. 2) All Highs will be reviewed, and confirmed by SOC Level I Analysts, with analysis started within 30 minutes. 3) System Ticket(s) is automatically generated.
Medium	Confirmed by SOC Level I Analysts Starts analysis within 1 hour.

Threat Priority	Risk Level	Impact Description
Critical	8-10	Critical Compromise or Major Service Disruption
High	5-7	Intruders may be able to gain access to specific information stored on the host, including security settings. This could result in potential misuse of the host by intruders
Medium	1-4	Intruders may be able to collect sensitive information from the host.







3070 East Post Road Suite 100  
Las Vegas, NV 89120

# QUOTE

Number AAAQ37916-02

Date Sep 8, 2023

t. (702) 988-4290 f. (702) 988-4290

Sold To	
<b>Tooele City Corporation</b> Accounts Payable/ Crystal Huntsman PO Box 87 Tooele, UT 84074	
<b>Phone</b>	(435) 843-2152
<b>Fax</b>	

Ship To	
<b>Tooele City Corporation</b> Christopher Nielson 90 North main street Tooele, UT 84074	
<b>Phone</b>	(435) 830-9526
<b>Fax</b>	

Here is the quote you requested.

Sales Person	P.O. Number	Ship Via	Terms
Preston Steel		Best	Net 30

Qty	Part Number	Description	Unit Price	Ext. Price
1	A-ADLCS-T06	ADLUMIN SECURITY OPERATIONS PLATFORM (DB300:349) 1 Yr Prepaid SEC. OPS Platform Adlumin SECURITY OPS Platform - qty 300	\$19,359.45	\$19,359.45
1	A-ADLSOC-T05	ADLUMIN MDR SERVICES (DB300:399)1 Yr Pre-Paid MDR SERVICES 7/24/365 MDR SERVICES - qty 300	\$23,481.49	\$23,481.49
1	A-ADLS365-T05	1YR LOG RETENTION (DB300:499)1 Yr Pre-Paid Cloud Storage Subscription Cloud Storage - qtyt 300	\$2,597.06	\$2,597.06
1	A-ADLIR2-T06	ADLUMIN INCIDENT RESPONSE - SEC OPS + MDR SERVICES (DB300:349)Incident Response Subscription Max 80 Hours IR Per Year - qty 300	\$2,821.44	\$2,821.44
1	A-ADLCVS-T03	VULNERABILITY SCANNING (DB250+) 1YR Vulnerability Scanning 1 Year Vulnerability Scanning - qty 300	\$4,674.70	\$4,674.70
SubTotal				\$52,934.14

Please contact me if I can be of further assistance.

<b>SubTotal</b>	\$52,934.14
<b>Tax 0.00 %</b>	\$0.00
<b>Total</b>	<b>\$52,934.14</b>

This quote is valid for 30 days from date of issue. The information contained in this quote is proprietary and confidential. Summit Partners respectfully requests that you do not share this information with any third parties without prior written consent. Minimum 15% restocking fee with original packaging.

**TOOELE CITY CORPORATION**

**RESOLUTION 2023-85**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON & SONS, INC., FOR WELL HOUSE GENERATOR CONCRETE PADS AND ASSOCIATED IMPROVEMENTS AND CONDUITS.**

WHEREAS, Tooele City owns and operates a number of culinary water wells, for which the City has acquired backup generators, an important water system redundancy asset, and it is necessary for correct placement and operation of the generators to install concrete pads and associated aprons, conduits, and improvements at the well houses (the 2023 Well House Concrete Generator Pads and Aprons Project, or “Project”); and,

WHEREAS, the City solicited public bids for the Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, as amended; and,

WHEREAS, Nelson & Sons, Inc., (“Nelson”) has submitted a total cost proposal of \$182,521 for the Project, which is the lowest responsible responsive bid. A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit B) with Nelson & Sons, Inc., in the amount \$182,521 for the Project, and an additional 5% contingency to be used for changed conditions and other contingencies, as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

EXHIBIT A

Bid Tabulation

**2023 WELL HOUSE CONCRETE GENERATOR PADS AND APRONS**  
**BID TABULATION**  
September 5, 2023

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Neilson &amp; Sons Excavation</b>	<b>Daves Custom Concrete</b>	<b>Broken Arrow</b>
1	Mobilization	1	LS	\$5,400.00	\$16,200.00	\$27,572.73
2	14" Thick Reinforced Concrete Pad with 6" Aggregate Base, Complete	1200	S.F.	\$57,600.00	\$66,000.00	\$73,392.00
3	6" Thick Non-Reinforced Concrete Apron with 4" Aggregate Base, Complete	3200	S.F.	\$73,600.00	\$38,400.00	\$81,664.00
4	Furnish and Install <b>One</b> (1) 3" Dia. PVC Conduit and <b>Five</b> (5) 3/4" PVC Conduits, with Long Sleeve Radius Fiberglass Bends, in a Common Trench	200	L.F.	\$21,822.00	\$26,000.00	\$26,684.00
5	Furnish and Install <b>Two</b> (2) 3" Dia. PVC Conduits and <b>Five</b> (5) 3/4" PVC Conduits with Long Sleeve Radius Fiberglass Bends in a Common Trench	175	L.F.	\$19,425.00	\$24,500.00	\$20,522.25
6	Furnish and Install 3' x 3' Ground Sleeve Box	2	EA.	\$3,294.00	\$28,000.00	\$12,065.00
7	Furnish and Install Import Road Base Fill Material, as Needed	30	CY.	\$1,380.00	\$36,000.00	\$2,876.40
<b>Total Bid</b>				<b>\$182,521.00</b>	<b>\$235,100.00</b>	<b>\$244,776.38</b>

EXHIBIT B

Agreement:  
Nelson & Sons, Inc.

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Neilson & Sons
- B. Address: 60 Trackside Circle, Grantsville, Utah 84029
- C. Telephone number: (801) 330-3300
- D. E-Mail: neilsonandsons@gmail.com

**1.2 OWNER**

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

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2023 Well House Concrete Generator Pads and Aprons**

**1.4 ENGINEER**

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

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

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



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

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

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Eight Two Thousand Five Hundred Twenty One Dollars (\$182,521.00)

## 2.2 CONTRACT TIME

A. The Contract time shall be as follows:

1. Substantial Completion shall occur within **30 days** of the Notice to Proceed.
2. Final Completion shall occur within **45 days** of the Notice to proceed.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

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

1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.



**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

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**TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE**

09/06/23

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** KEN GARFF FORD

**V#** 09525

2023 FORD F-250 VIN# 1FT7X2BA8PED55720

BUILDING MAINTENANCE VEHICLE

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
AUTOS & TRUCKS	141 4620 748000	174,172.85	105,725.53	50,625.00	17,822.32
<b>TOTAL:</b>				50,625.00	

REQUESTED *Is Darwin Cook*  
DEPARTMENT HEAD

REVIEWED *Shannon Williams*  
FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
MAYOR

APPROVED \_\_\_\_\_  
COUNCIL CHAIRMAN



American Fork

# INVOICE

PLEASE REMIT PAYMENT TO:

KEN GARFF FORD  
597 EAST 1000 SOUTH  
AMERICAN FORK, UT 84003

INVOICE NUMBER	DATE
1250	08/17/2023
PURCHASE ORDER	CONTRACT NUMBER
N/A	AV2528

BILL TO

SHIP TO

TOOELE CITY  
90 N MAIN ST  
TOOELE UT 84074

DESCRIPTION	QTY	UNIT PRICE
2023 FORD F-250 VIN# 1FT7X2BA8PED55720 Building Maintenance Vehicle	1	\$50,625.00
VENDOR # <u>09525</u> P.O. # <u>74274</u> DEPT. # <u>41-4620-748000</u> DATE <u>08/18/23</u> AMOUNT <u>\$50,625.00</u> SIGNATURE <u>[Signature]</u> <u>Debra E. [Signature]</u> <u>8-23-23</u>		
PAID IN FULL: 09/17/2023	TOTAL	\$50,625.00

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by City Council via email 8-21-23 & 8-22-23. [Signature]



**TOOELE CITY CORPORATION**

City Records Office  
90 NORTH MAIN STREET  
TOOELE, UT 84074  
(435) 843-2110 FAX (435) 843-2119

**PURCHASE ORDER**

**PO Number:** 74274

**Date:** 08/23/2023

**Request #:** REQ107599

**Vendor #:** 09525

**ISSUED TO:** KEN GARFF FORD  
597 E 1000 S  
PO BOX 976  
AMERICAN FORK, UT 84003-

**SHIP TO:** TOOELE CITY PARKS & RECREATION DEPA  
90 N MAIN ST  
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	BUILDING MAINTENANCE VEHICLE	0.00	41-4620-748000	50,625.00

Approved By:

<b>SUBTOTAL:</b>	
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	50,625.00

1. Original invoice plus one copy must be sent to: Tooele City Corporation, 90 North Main Street, Tooele, UT, 84074.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. The City is exempt from federal excise and state tax - ID# 11885616-002.



**Michelle Pitt**

---

**From:** Justin Brady  
**Sent:** Monday, August 21, 2023 1:57 PM  
**To:** Michelle Pitt  
**Subject:** Re: Scanned image from Tooele City

I approve.

Thank you,

Justin Brady

Sent from my iPhone

> On Aug 21, 2023, at 1:56 PM, Michelle Pitt <MPitt@tooelecity.org> wrote:

>

> Council,

>

> Darwin, Parks Director, requested in his budget to purchase a vehicle for building maintenance. Attached is an invoice from Ken Garff for a Ford F-250 for \$50,625.00. In order to get this vehicle secured, Ken Garff needs a purchase order from the City. Could you please email me back indicating whether you approve this purchase or not? I will then bring it for ratification at our next meeting on September 20th.

>

> Thanks,

> Michelle

> <Sharp mx-6070\_20230821\_135258.pdf>

**Michelle Pitt**

---

**From:** Maresa Manzione  
**Sent:** Monday, August 21, 2023 2:29 PM  
**To:** Michelle Pitt  
**Subject:** Re: Scanned image from Tooele City  
**Attachments:** Sharp mx-6070\_20230821\_135258.pdf

Yes,

Maresa

Sent from my iPhone

On Aug 21, 2023, at 1:56 PM, Michelle Pitt <MPitt@tooelecity.org> wrote:

Council,

Darwin, Parks Director, requested in his budget to purchase a vehicle for building maintenance. Attached is an invoice from Ken Garff for a Ford F-250 for \$50,625.00. In order to get this vehicle secured, Ken Garff needs a purchase order from the City. Could you please email me back indicating whether you approve this purchase or not? I will then bring it for ratification at our next meeting on September 20th.

Thanks,  
Michelle

## Michelle Pitt

---

**From:** Dave McCall  
**Sent:** Monday, August 21, 2023 3:45 PM  
**To:** Michelle Pitt  
**Subject:** Re: Scanned image from Tooele City

Yes

Sent via the Samsung Galaxy S23 Ultra 5G, an AT&T 5G smartphone  
Get [Outlook for Android](#)

---

**From:** Michelle Pitt <MPitt@TooeleCity.org>  
**Sent:** Monday, August 21, 2023 1:56:00 PM  
**To:** Debbie Winn <dwinn@TooeleCity.org>; Dave McCall <DMcCall@TooeleCity.org>; Ed Hansen <EHansen@TooeleCity.org>; Justin Brady <JBrady@TooeleCity.org>; Maresa Manzione <mmanzione@TooeleCity.org>; Tony Graf <TGraf@TooeleCity.org>  
**Subject:** FW: Scanned image from Tooele City

Council,

Darwin, Parks Director, requested in his budget to purchase a vehicle for building maintenance. Attached is an invoice from Ken Garff for a Ford F-250 for \$50,625.00. In order to get this vehicle secured, Ken Garff needs a purchase order from the City. Could you please email me back indicating whether you approve this purchase or not? I will then bring it for ratification at our next meeting on September 20th.

Thanks,  
Michelle

## Michelle Pitt

---

**From:** Tony Graf  
**Sent:** Tuesday, August 22, 2023 10:26 AM  
**To:** Michelle Pitt  
**Subject:** Re: Scanned image from Tooele City

I approve, thanks Michelle.

Tony F. Graf, Jr.  
Tooele City Council  
801-997-0092

*The views and opinions included in this email belong to their author and do not necessarily mirror the views and opinions of Tooele City or all of Tooele City Council.*

---

**From:** Michelle Pitt  
**Sent:** Monday, August 21, 2023 1:56:00 PM  
**To:** Debbie Winn; Dave McCall; Ed Hansen; Justin Brady; Maresa Manzione; Tony Graf  
**Subject:** FW: Scanned image from Tooele City

Council,

Darwin, Parks Director, requested in his budget to purchase a vehicle for building maintenance. Attached is an invoice from Ken Garff for a Ford F-250 for \$50,625.00. In order to get this vehicle secured, Ken Garff needs a purchase order from the City. Could you please email me back indicating whether you approve this purchase or not? I will then bring it for ratification at our next meeting on September 20th.

Thanks,  
Michelle

**TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE**

09/11/23

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** KEN GARFF FORD

**V#** 09525

2024 FORD F-250F2B

PARKS MAINTENANCE VEHICLE

ORDER # U622

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
AUTOS & TRUCKS	141 4620 748000	174,172.85	105,725.53	47,761.74	20,685.58
<b>TOTAL:</b>				47,761.74	

REQUESTED \_\_\_\_\_ DEPARTMENT HEAD

REVIEWED \_\_\_\_\_ FINANCE DIRECTOR

APPROVED \_\_\_\_\_ MAYOR

APPROVED \_\_\_\_\_ COUNCIL CHAIRMAN

# Purchase Order

Parks Maintenance  
Vehicle



Date:

Government Agency		Dealer	
Agency Name	TOOELE CITY	Dealership Name	KEN GARFF FORD
Street Address	90 MAIN ST	Street Address	597 E 1000 S
City, State, Zip Code	TOOELE UT, 84074	City State, Zip Code	AMERICAN FORK UT, 84003
FIN Code	QC378	Dealer Code	56557

QTY	ORDER NUMBERS	VEHICLE DESCRIPTION (BODY CODE)	UNIT PRICE	LINE TOTAL
1	U622	2024 FORD F-250 F2B	\$47,761.74	\$47,761.74
VENDOR # <u>09525</u>				
P.O. # _____				
DEPT. # <u>41-4620-748000</u>				
DATE <u>8-25-2023</u>				
AMOUNT <u>\$47,761.74</u>				
SIGNATURE <u>D. R. Cochran</u>				
If needed, you may attach an additional list of order numbers				TOTAL PURCHASE
				\$47,761.74

Government Agency Representative	
Signature	
Printed Name/Title	
Date	
Email	
Telephone	

Dealership Sales Representative	
Signature	
Printed Name/Title	Ricky Chastain
Date	8/21/23
Email	richyca@kengarff.com
Telephone	435-215-9316

By signing this document, I confirm that I have authorized the selling dealer to place a vehicle order under my FIN code for the stated orders listed above. I understand that placing an order does not guarantee production.

By signing this document, I confirm that I have received authorization from the stated Purchaser to place a vehicle order under their FIN code. I understand that the information on this form is subject to audit.



**TOOELE CITY CORPORATION**

City Records Office  
90 NORTH MAIN STREET  
TOOELE, UT 84074  
(435) 843-2110 FAX (435) 843-2119

**PURCHASE ORDER**

**PO Number:** 74431

**Date:** 09/01/2023

**Request #:** REQ107819

**Vendor #:** 09525

**ISSUED TO:** KEN GARFF FORD  
597 E 1000 S  
PO BOX 976  
AMERICAN FORK, UT 84003-

**SHIP TO:** TOOELE CITY PARKS & RECREATION DEPA  
90 N MAIN ST  
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	PARKS MAINTENANCE VEHICLE	0.00	41-4620-748000	47,761.74

Approved By: \_\_\_\_\_

<b>SUBTOTAL:</b>	
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	47,761.74

1. Original invoice plus one copy must be sent to: Tooele City Corporation, 90 North Main Street, Tooele, UT, 84074.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. The City is exempt from federal excise and state tax - ID# 11885616-002.

Approved by the Council through email 8.23-8.28.23. Michelle E. Pitt

## Michelle Pitt

---

**From:** Michelle Pitt  
**Sent:** Thursday, August 31, 2023 8:21 AM  
**To:** Ed Hansen  
**Subject:** RE: PO For a Parks Maintenance Vehicle

Thanks!

**From:** Ed Hansen <EHansen@TooeleCity.org>  
**Sent:** Wednesday, August 30, 2023 5:05 PM  
**To:** Michelle Pitt <MPitt@TooeleCity.org>  
**Subject:** Re: PO For a Parks Maintenance Vehicle

I'm good with it

Sent from my iPad

On Aug 30, 2023, at 2:16 PM, Michelle Pitt <[MPitt@tooelecity.org](mailto:MPitt@tooelecity.org)> wrote:

On Aug 28, 2023, at 3:36 PM, Michelle Pitt <[MPitt@tooelecity.org](mailto:MPitt@tooelecity.org)> wrote:

I sent this request to you on Friday, and haven't heard back from enough of you. This is the 2nd vehicle request from the Parks Department. The first request I sent out was for a building maintenance vehicle - thank you for your responses for that one. This is the second request, and it is for a parks maintenance vehicle. Both vehicles were requested in the parks budget. Could you please respond and let me know if you approve of this purchase so that we can get this vehicle ordered, and then we will bring back both invoices for ratification at the September 20th meeting.

Thanks,  
Michelle

-----Original Message-----

From: Michelle Pitt  
Sent: Friday, August 25, 2023 3:27 PM  
To: Debbie Winn <[dwinn@TooeleCity.org](mailto:dwinn@TooeleCity.org)>; Dave McCall <[DMcCall@TooeleCity.org](mailto:DMcCall@TooeleCity.org)>; Ed Hansen <[EHansen@TooeleCity.org](mailto:EHansen@TooeleCity.org)>; Justin Brady <[jbrady@TooeleCity.org](mailto:jbrady@TooeleCity.org)>; Maresa Manzione <[mmanzione@TooeleCity.org](mailto:mmanzione@TooeleCity.org)>; Tony Graf <[TGraf@TooeleCity.org](mailto:TGraf@TooeleCity.org)>  
Subject: PO For a Parks Maintenance Vehicle

Council,

The Parks Department is asking that you respond via email to this request for a purchase of a F-250 for a parks maintenance vehicle. Darwin says that this request was approved with his budget. The cost is \$47,761.74. If you approve, you can ratify this at your



## Michelle Pitt

---

**From:** Michelle Pitt  
**Sent:** Monday, August 28, 2023 4:30 PM  
**To:** Maresa Manzione  
**Subject:** RE: PO For a Parks Maintenance Vehicle

Thank you.

**From:** Maresa Manzione <mmanzione@TooeleCity.org>  
**Sent:** Monday, August 28, 2023 4:23 PM  
**To:** Michelle Pitt <MPitt@TooeleCity.org>  
**Subject:** Re: PO For a Parks Maintenance Vehicle

Yes.

Maresa

Sent from my iPhone

On Aug 28, 2023, at 3:36 PM, Michelle Pitt <MPitt@tooelecity.org> wrote:

I sent this request to you on Friday, and haven't heard back from enough of you. This is the 2nd vehicle request from the Parks Department. The first request I sent out was for a building maintenance vehicle - thank you for your responses for that one. This is the second request, and it is for a parks maintenance vehicle. Both vehicles were requested in the parks budget. Could you please respond and let me know if you approve of this purchase so that we can get this vehicle ordered, and then we will bring back both invoices for ratification at the September 20th meeting.

Thanks,  
Michelle

-----Original Message-----

**From:** Michelle Pitt  
**Sent:** Friday, August 25, 2023 3:27 PM  
**To:** Debbie Winn <dwinn@TooeleCity.org>; Dave McCall <DMcCall@TooeleCity.org>; Ed Hansen <EHansen@TooeleCity.org>; Justin Brady <jbrady@TooeleCity.org>; Maresa Manzione <mmanzione@TooeleCity.org>; Tony Graf <TGraf@TooeleCity.org>  
**Subject:** PO For a Parks Maintenance Vehicle

Council,

The Parks Department is asking that you respond via email to this request for a purchase of a F-250 for a parks maintenance vehicle. Darwin says that this request was approved with his budget. The cost is \$47,761.74. If you approve, you can ratify this at your meeting on September 20th.

Thanks,  
Michelle

## Michelle Pitt

---

**From:** Justin Brady  
**Sent:** Saturday, August 26, 2023 8:06 AM  
**To:** Michelle Pitt  
**Subject:** Re: PO For a Parks Maintenance Vehicle

I approve.

Thank you,

Justin Brady

> On Aug 25, 2023, at 3:27 PM, Michelle Pitt <MPitt@tooelectricity.org> wrote:

>

> Council,

>

> The Parks Department is asking that you respond via email to this request for a purchase of a F-250 for a parks maintenance vehicle. Darwin says that this request was approved with his budget. The cost is \$47,761.74. If you approve, you can ratify this at your meeting on September 20th.

>

> Thanks,

> Michelle

> <Sharp mx-6070\_20230825\_152155.pdf>

**Tooele City Council and the Tooele City Redevelopment Agency  
Work Meeting Minutes**

**Date:** Wednesday, August 16, 2023

**Time:** 5:30 p.m.

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

**City Council Members Present:**

Maresa Manzione

David McCall

Ed Hansen

Tony Graf

Justin Brady

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Roger Baker, City Attorney

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Paul Hansen, City Engineer

Shannon Wimmer, Finance Director

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

Chairman Brady called the meeting to order at 5:30 p.m.

**2. Roll Call**

Maresa Manzione, Present

David McCall, Present

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

**3. Mayor's Report**

Mayor Winn reported on the following:

The City received a letter from Chris Merritt, Utah State Historic Preservation Officer, sharing approval of being listed on the National Register of Historic Places. The Dow James Monument Dedication ceremony will be held on August 26 at 11am.

**4. Council Member's Report**

The Council Members reported on the events they attended during the week.

## **5. Discussion Items**

### **A. Request for Deviation from Design Standards for the Towns at Mountain View**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a deviation for design standards for the Towns at Mountain View proposed on the south of town. Tooele City code provides developers a way to ask for deviation from the required design standards. The ordinance requires the request in writing with a written description and analysis. Developers must meet three design standards in code, in order to qualify. The applicant is asking for a reduction in brick and stone requirement on the front.

The Council asked the following:

What is the cost difference?

How can they make sure the cost is going towards the people?

What year was this brought forward with the presented design?

The Council had a discussion on the importance of how the City looks, equality among the applicants, and expectations. They suggested looking at the code as a whole.

Mr. Aagard addressed the Council. The cost can vary between \$15,000-\$30,000 per unit. The applicant can clarify.

Mr. Mitchel addressed the Council. They are interested in selling the property. The cost difference is large and they cannot afford the stone requirement. Masonry siding last longer than stone. They want to help clean up communities by taking the run-down area and making it better.

Mr. Gittleman of Hamlet Homes shared his belief that stone does not make the home look better. Siding allows color and product variations. The intent of the state law is clear. However, they do not qualify under the law because of the size. They would be happy to provide everything in writing. Their intent is to build and sell, no renting.

Mr. Baker addressed the Council. The PUD involved negotiations with increased community amenities.

Mr. Aagard shared the reasoning D.R. Horton PUD was approved. They met requirements of the PUD through different projects and requirements providing a service for the City.

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

**Council Member Manzione motioned for a closed meeting.** Council member McCall Seconded. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

The meeting was recessed at 6:15

Those in attendance during the closed meeting: Council Member Graf, Council Member Hansen, Council Member Manzione, Council Member McCall, Chairman Brady, Mayor Debbie Winn, Paul Hansen, Shannon Wimmer, Michelle Pitt, Roger Baker, Chief Adrian Day, and Andrew Aagard.

No minutes were taken during the closed meeting.

**7. Adjourn**

**Chairman Brady adjourned the meeting at 6:58 p.m.**

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

Approved this \_\_\_\_ day of September, 2023

\_\_\_\_\_  
Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, August 16, 2023

**Time:** 7:00 p.m.

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

### **City Council Members Present:**

Ed Hansen

Maresa Manzione

Tony Graf

Dave McCall

Justin Brady

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Roger Baker, City Attorney

Darwin Cook, Parks and Recreation Director

Paul Hansen, City Engineer

Shannon Wimmer, Finance Director

Jamie Grandpre, Public Works Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:03 p.m.

### **1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Tony Graf, Present

Ed Hansen, Present

Maresa Manzione, Present

Dave McCall, Present

Justin Brady, Present

### **3. Mayor's Community Recognition Award**

Mayor Winn presented the Community Recognition award to the following:

Gwen Roberts

### **4. Public Comment Period**

The public hearing was opened. No one came forward. The public hearing was closed.

**5. Public Hearing & Motion on Ordinance 2023-33 An Ordinance of Tooele City Reassigning the Zoning for Approximately 2 Acres of Property Located at 602 West 3 O'clock Drive From MR-12 Multi-Family Residential to GC General Commercial**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a zoning change for the property located at 602 West 3 O'clock Drive. It is zoned Multi-Family Residential. The applicant is requesting GC, General Commercial for a Holiday Oil. It was changed to Community Commercial Land designation. The Planning Commission heard this item and forwarded a positive recommendation, including the two-acre parcel located at the same location.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member McCall motioned to approve Ordinance 2023-33 An Ordinance of Tooele City Reassigning the Zoning for Approximately 2 Acres of Property Located at 602 West 3 O'clock Drive From MR-12 Multi-Family Residential to GC General Commercial including the 2-acre parcel located near the subject property.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**6. Public Hearing & Motion on Ordinance 2023-34 An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.39 Acres of Property Located at 105 East 1000 North From RR-1 Residential to R1-7 Residential**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a rezone for the property located at 105 East 1000 North. It is currently zoned RR-1 Residential, which requires 1 acre lots. They are requesting R1-7 Residential zone. The Land Use Map designation is MDR. The Planning Commission has heard this item and forwarded a positive recommendation.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Manzione Ordinance 2023-34 An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.39 Acres of Property Located at 105 East 1000 North From RR-1 Residential to R1-7 Residential.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**7. Public Hearing & Motion on Ordinance 2023-35 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.24 Acres of Property Located at 215 South 200 East from Medium Density Residential (MDR) to Mixed Use (MU)**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a Land User Map amendment. Currently, there is an older structure that has been utilized as a dentist office. The zoning is R1-7, which is non-conforming. He would like to use it for commercial use and office space. It is currently MDR. Predesignating to Mixed-Use, the structure is better suited for commercial.

The Council asked the following:

Is the property to the east owned by the same person?

Mr. Aagard addressed the Council's question. The owner does own the vacant property, home, and building.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Graf motioned to approve Ordinance 2023-35 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.24 Acres of Property Located at 215 South 200 East from Medium Density Residential (MDR) to Mixed Use (MU).** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **8. Public Hearing & Motion on Resolution 2023-70 A Resolution of the Tooele City Council Regarding Fees for Recycling**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented the fees for recycling program. A study has been conducted. The City was given two recommendations. They can increase the fee every year for 5 years or set a flat rate. Staff is recommending the flat rate of \$7.18. The City can reevaluate in 5 years. The program does allow citizens to discontinue the service if they choose. The city does fall in the first tier. Staff can evaluate if the program is decreasing at the same time they are re-evaluating fees.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Hansen motioned to approve Resolution 2023-70 A Resolution of the Tooele City Council Regarding Fees for Recycling.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

#### **9. Resolution 2023-67 A Resolution of the Tooele City Council Adopting the Proposed Tax Rate for Fiscal Year 2023-2024**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented the proposed tax rate. The public hearing was held August 2, 2023. They will be holding the rate from last year.



The Council specified the breakdown of the taxes, including the tort liability.

**Council Member McCall motioned to approve Resolution 2023-67 A Resolution of the Tooele City Council Adopting the Proposed Tax Rate for Fiscal Year 2023-2024.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Nay,” Council Member Graf, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

**10. Resolution 2023-68 A Resolution of the Tooele City Council Adopting the Final Budget for Tooele City for Fiscal Year 2023-2024**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented the final budget for Tooele City for fiscal year 2023-2024. The public hearing was held on August 2, 2023.

**10. Resolution 2023-68 A Resolution of the Tooele City Council Adopting the Final Budget for Tooele City for Fiscal Year 2023-2024**

Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

**11. Ordinance 2023-15 An Ordinance of Tooele City Amending Tooele City Code Section 1-6-4 to Include the Public Library as a City Administrative Department**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an amendment to section 1-6-4, including the public library as a City Administrative Department. This is a house keeping item. The list of administrative departments does not include the library. The amendment is to include it.

**11. Ordinance 2023-15 An Ordinance of Tooele City Amending Tooele City Code Section 1-6-4 to Include the Public Library as a City Administrative Department.**

Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

**12. Resolution 2023-75 A Resolution of the Tooele City Council Ratifying an Agreement with Staker Parson Materials & Construction for Emergency Repairs to Main Street**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented an agreement with Staker Parson Materials & Construction for the service line leak on Main Street. The original cost with Staker was closer to \$39,000. The final invoice is in the mount of \$4,1941.

Council Member Hansen motioned to approve Resolution 2023-75 A Resolution of the Tooele City Council Ratifying an Agreement with Staker Parson Materials & Construction for Emergency Repairs to Main Street. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**13. Resolution 2023-60 A Resolution of the Tooele City Council Approving an Agreement with Peck Striping, Inc., for the 2023 Roadway Maintenance Project, Bid Schedule C, Pavement Marking and Striping**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented an agreement with Peck Striping, Inc. for pavement markings and thermal plastic arrows in the amount of \$44,276 with a 5% contingency.

Council Member McCall motioned to approve Resolution 2023-60 A Resolution of the Tooele City Council Approving an Agreement with Peck Striping, Inc., for the 2023 Roadway Maintenance Project, Bid Schedule C, Pavement Marking and Striping. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**14. Resolution 2023-72 A Resolution of the Tooele City Council Approving Change Order No. 4 to an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook presented an agreement with Broken Arrow to level out the sports field at England Acres Park. The contract is in the amount of \$100,000 coming from the park impact fees.

Council Member Manzione motioned to approve Resolution 2023-72 A Resolution of the Tooele City Council Approving Change Order No. 4 to an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**15. Resolution 2023-71 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department).**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented surplus items from the Public Works Department. Tooele City's purchasing policy states that when goods are deemed surplus, outdated or no longer needed by a department and are valued at \$100 or more, the purchasing agent will recommend the transfer of those items.

Staff is asking for those to be declared surplus. The items will be offered to other agencies and then the public. Items that have not sold will be recycled.

**Council Member Hansen motioned to approve Resolution 2023-71 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department).** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**16. Resolution 2023-73 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Parks Department).**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented surplus items from the Parks Department. Tooele City's purchasing policy states that when goods are deemed surplus, outdated or no longer needed by a department and are valued at \$100 or more, the purchasing agent will recommend the transfer of those items. Staff is asking for those to be declared surplus. The items will be offered to other agencies and then the public. Items that have not sold will be recycled. The TTC would like the inverter for their learning center.

**Council Member Manzione motioned to approve Resolution 2023-73 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Parks Department).** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**17. Resolution 2023-74 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Information Technology Department)**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented surplus items from the I.T. Department. Tooele City's purchasing policy states that when goods are deemed surplus, outdated or no longer needed by a department and are valued at \$100 or more, the purchasing agent will recommend the transfer of those items. Staff is asking for those to be declared surplus. The items will be offered to other agencies and then the public. Items that have not sold will be recycled.

**Council Member Hansen motioned to approve Resolution 2023-74 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Information Technology Department).** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

**18. Invoices & Purchase Orders**

There are no invoices to approve.

**19. Minutes**

There are no changes to the minutes.

**Council Member Hansen motioned to approve Minutes.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye,” and Chairman Brady, “Aye.” The motion passed.

**20. Adjourn**

Chairman Brady adjourned the meeting at 7:54pm.

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Approved this \_\_\_\_ day of September, 2023

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Justin Brady, City Council Chair