

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, February 7, 2024, at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **State of the City Address**
Presented by Mayor Debbie Winn
4. **Mayor's Youth Recognition Awards**
5. **Public Comment Period**
6. **Resolution 2024-11** A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Rebekka Peterson to the Tooele Valley Museum Advisory Board
Presented by Darwin Cook, Parks and Recreation Director
7. **Resolution 2024-12** A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of Virginia Hooper to the Tooele City Tree Advisory Board
Presented by Darwin Cook, Parks and Recreation Director
8. **Resolution 2024-03** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Tooele City Public Library Regarding Faxing, Interlibrary Loans, and Book Replacement
Presented by Chase Randall, Library Director
9. **Resolution 2024-09** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with CMT Technical Services for Materials Testing Services Associated with Fire Station #3
Presented by Paul Hansen, City Engineer
10. **Resolution 2024-14** A Resolution of the Tooele City Council Approving an Agreement with Ensign Engineering for Design of the 2400 North Roadway and Middle Canyon Channel Crossing, Adjacent to the New Deseret Peak High School
Presented by Paul Hansen, City Engineer

11. **Resolution 2024-10** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Public Infrastructure Districts
Presented by Jared Stewart, Economic Development Director
12. **Resolution 2024-13** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Granite Credit Union
Presented by Jared Stewart, Economic Development Director
13. **Resolution 2024-15** A Resolution of the Tooele City Council Approving an Agreement with Creative Signs and Graphics for Construction of a New Digital Sign at Veterans Memorial Park
Presented by Darwin Cook, Parks and Recreation Director
14. **Resolution 2024-16** A Resolution of the Tooele City Council Approving an Agreement with SKM for SCADA System Upgrades at Various City Wells
Presented by Jamie Grandpre, Public Works Director
15. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
16. **Minutes**
 - ~January 12, 2024 Budget Meeting
 - ~January 17, 2024 Work Meeting
 - ~January 17, 2024 Business Meeting
17. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2024-11

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF REBEKKA PETERSON TO THE TOOELE VALLEY MUSEUM ADVISORY BOARD.

WHEREAS, Tooele City Code Chapter 2-2 governs the Mayor's appointments to the Tooele Valley Museum Advisory Board ("Board") and prescribes, among other things: a Board of 7 to 14 members, one of whom is the Mayor (or designee); Board members being appointed for terms of three years; and, City Council consent to the Mayor's Board appointments; and,

WHEREAS, the Mayor has appointed Rebekka Peterson to the Museum Advisory Board, for a term of three years, and seeks the City Council's consent to the appointment:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Winn's appointment of Rebekka Peterson to the Tooele Valley Museum Advisory Board for a term of three years.

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

Passed this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

1/23/2024

Mayor Winn,

I would like to recommend Rebekka Peterson as a Tooele Valley Museum Advisory Board Member.

Rebekka has been a resident of Tooele City for over 20 years, she loves the history of Tooele, and would love to help promote and preserve the Tooele Valley Museum, with its unique history and value to the Tooele Valley.

Rebekka has a bachelor's degree in history. She has worked and volunteered at many museum's and currently is a member of the Daughters of the Utah Pioneers.

I think she would be a wonderful assist to the board.

Thank you,



Holly Tippetts
Tooele City Community Engagement Supervisor

TOOELE CITY CORPORATION

RESOLUTION 2024-12

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF VIRGINIA HOOPER TO THE TOOELE CITY TREE ADVISORY BOARD.

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

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

8-17-4. Tree advisory board.

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

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

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

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

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

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

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

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

WHEREAS, the Mayor has appointed Virginia Hooper to the Tree Advisory Board, to complete the unexpired term of resigned board member Benjamin Clayton, with the appointment dates and terms shown on Exhibit A, and seeks City Council consent:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Winn's appointment of Virginia Hooper to the Tooele City Tree Advisory Board, with the appointment date and term shown on Exhibit A.

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

Passed this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Tree Advisory Board Appointments

Board Member	Term Begin Date	Term End Date	First Appointed
Trent Bristol	June 1, 2022	December 31, 2025	June 1, 2022
Robyne Gallacher	June 1, 2022	December 31, 2025	June 1, 2022
Baylee Parker	June 1, 2022	December 31, 2024	June 1, 2022
Elizabeth Poff	June 1, 2022	December 31, 2024	June 1, 2022
Julie Ann Prescott	June 1, 2022	December 31, 2023	June 1, 2022
Stephen Sagers	June 1, 2022	December 31, 2023	June 1, 2022
Virginia Hooper	February 7, 2024	December 31, 2005	February 7, 2024

1/24/2024

Mayor Winn,

I would like to recommend Virginia Hooper as a Tooele City Tree Advisory Board Member.

Virginia has been a resident of Tooele City for over 16 years, she is very involved in Master Gardener groups, and is the current President of the Tooele Valley Gardening Association.

Virginia is a landscape architect, and has several ideas to help inventory the urban forest and to provide training to residents on tree planting and tree care. She has worked in this field for 20 years. Has established relationships with tree suppliers.

She seems very excited and was willing to attend meetings and participate in planning arbor day celebration. She was also willing to help in the tree planting activities as well

Thank you,



Darwin Cook
Tooele City Parks Director



Employment Application | Submitted: 13-Nov-2023

AAA

Virginia Hooper

(801) 882-4351
ginnyhooper@gmail.com
201 E. 700 North
Tooele, UT 84074
USA

VOLUNTEER - TOOELE CITY TREE ADVISORY BOARD MEMBER

Job Location - Tooele, UT
Department - P&R

Resume

Please provide a resume or an interest letter below.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Virginia Hooper Resume 2023 - Copy.pdf

Preview

Download

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Volunteer - Tree Advisory Board Member | Score Total - 0

Question	Answer	Score	Disqualifier?
Do you live in Tooele City? *	Yes	0	
To volunteer as a member of the Tree Board, you must be at least 16 years old. Which of the following represents your age bracket? *	I am 16 or older.	0	
Briefly tell us why you are interested in volunteering on the Tooele City Tree Board. *	I would like to add my input as a Landscape Architect and Master Gardener and current		

President of the Tooele Valley Gardening Association

Some of our more common volunteer opportunities are listed below. Which of the following services are you willing and able to volunteer for? *

Coordinate and promote Arbor Day activities,
Review, update, and recommend a five-year plan to plant and maintain trees on city property.,
Support public awareness and education programs relating to trees.,
Review City department concerns relating to tree care,
Submit an annual report of its activities to the Director, who shall submit the report to the Mayor, assist with the annual application to renew the Tree City USA designation.,
Recommend a list of tree species for planting on City property, with a particular list of tree species for planting in the park strips, and a list of prohibited species.

0

Do you have other skills or ideas on volunteer services you could provide that weren't listed on the prior question? If so, explain. *

Connections to wholesale tree suppliers, planting and staking supplies, and 20 years experience designing regionally appropriate landscapes.

Is there anything else you'd like us to know or consider? This could include any ideas, interest, experience, or skills you have that you'd like to highlight for us. *

It would be nice to coordinate an inventory of historical and mature specimen trees here in Tooele City for the public to reference as well as create a recognizable Main Street scape unique to Tooele City.

Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2024-03

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR THE TOOELE CITY PUBLIC LIBRARY REGARDING FOR FAXING, INTERLIBRARY LOANS, AND BOOK REPLACEMENT.

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 Tooele City Library would like to offer the service of sending and receiving faxes at the library, and to charge a reasonable fee for the service; and,

WHEREAS, the Library Director proposes a fee of \$0.50 per page (per side of paper faxed), the fee bearing a reasonable relationship to the Library's cost to provide the service, including the costs of paper, a fax machine, Library staff time, and incidental costs; and,

WHEREAS, in addition to the fee for the fax service, the City Administration recommends that 1) the interlibrary loan fee be raised from \$3 to \$5 to reflect increased shipping and handling costs, and that 2) the long-standing \$30 fee for the City Attorney library theft letter, both be added to the Fee Schedule:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include the Library fees and charges shown below.

PUBLIC LIBRARY

Library Cards

Tooele City Residents:	No Charge
Tooele County Residents (annually):	\$30 / individual card
Lost Card Replacement:	\$3

Interlibrary Loan Items

\$5/item minimum charge plus any additional charges from the lending library for special handling

Printing & Photocopies

Letter Size (black and white):	\$0.10 per side
Letter Size (color):	\$0.75 per side

Faxing

Faxes	\$0.50 per side of page sent or received, up to machine capacity
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Attorney Letter (regarding library theft and replacement of unreturned items)

\$30 per letter

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-09

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH CMT TECHNICAL SERVICES FOR MATERIALS TESTING SERVICES ASSOCIATED WITH FIRE STATION #3.

WHEREAS, on October 18, 2023, the Municipal Building Authority of Tooele City, Utah (MBA) approved MBA Resolution 2023-02, approving agreements with Big-D for the construction of Fire Station #3 (“Project”); and,

WHEREAS, after undergoing a competitive bidding process, Big-D selected CMT Technical Services (“CMT”) to provide materials testing for the Project, inasmuch as CMT had the lowest inspection and testing unit costs of the three bids submitted, and Big-D has informed the City of the historic quality of CMT’s services on Big-D projects; and,

WHEREAS, the City desires to approve and ratify the CMT agreement (see CMT scope of work and agreement attached as Exhibits A and B); and,

WHEREAS, while CMT will invoice by unit cost, the agreement is anticipated to have a value exceeding \$30,000, and the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

WHEREAS, while the Project is being paid for by Community Impact Board financing to the MBA, the CMT agreement will be paid for by the City from City funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) with CMT Technical Services, for materials testing services related to the Project, is hereby approved and ratified.

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

CMT Scope of Work and Unit Costs



5/31/2023

Taylor Ashcroft
Manager
Big-D Construction - Salt Lake
404 W. 400 So.
Salt Lake City Utah 84101
PH: 801-769-7292

Project : TOOELE FIRE STATION & MAINTENANCE BUILDING

Dear Taylor Ashcroft

CMT Technical Services (CMT) is pleased to submit for your review our proposal for testing and special inspection services on the referenced project(s) located in Tooele, Utah

Pricing and Terms: Under this proposal, the requested testing and inspection services for the Project will be performed by CMT in accordance with the following services and fees: **\$60671.00 for Fire Station and Civil work and \$7346.00 for the Maintenance Building- Total of \$68017.00 (See below)**

A detailed list of services and fees are shown on the attached Exhibit A. Following is our cost estimate and scope of services. Our proposal is based on the following sources:

- Previous experience on projects similar to Tooele Fire Station and Maintenance Building
- Available Project Specifications and Drawings, Dated: May 2023
- International Building Code Section 1704, AWS D1.1 Code, and ACI 318

This proposal presumes CMT will receive formal authorization (i.e. an executed contract) within 90-calendar days of the proposal date. If authorization is not received within 90-calendar days, CMT reserves the right to modify our proposed scope of service, rates, terms and conditions, or estimated fees. Also, this proposal may be subject to modification upon receipt of an updated construction schedule, revised plans and/or specifications, or other documents, information, or requirements that would affect CMT's expected services on this project.

Thank you for giving us the opportunity to be a part of your project team. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mike VanMilligen'.

Mike VanMilligen
Project Manager

CMT Technical Services
C:801-440--2267
Exhibit A - Budget
Exhibit A1 - Scope of Work

**EXHIBIT A - Alternate Bid #1
TOOELE FIRE STATION & MAINTENANCE BUILDING Budget Summary**

SOILS - FIELD AND LAB TESTING

Description	Qty	Rate	Units	Total
Soil Sampling - Field Tech (2)	4.00	\$60.00	RtHr	\$240.00
Field Densities ASTM/AASHTO - Field Tech (3-2)	68.00	\$60.00	RtHr	\$4,080.00
Test Reporting Fee	34.00	\$20.00	EA	\$680.00
Travel - Trip Fee	36.00	\$35.00	Trip	\$1,260.00
Sieve Analysis ASTM/AASHTO (+3/4" to 2")	2.00	\$180.00	EA	\$360.00
Proctors ASTM/AASHTO (Rock Corrected)	2.00	\$180.00	EA	\$360.00
Subtotal for SOILS - FIELD AND LAB TESTING				\$6,980.00

Assumptions: Soil densities are estimated at 1 density per 150 LF per 12" lift for utilities, curb and sidewalk and 1 test per lift per 5000 SF for parking lot. Technician time is estimated at 2 hours per trip with a minimum of 3 passing test results per trip. Laboratory testing is estimated at 2 samples with a proctor and gradation performed on each.

CONCRETE

Description	Qty	Rate	Units	Total
Concrete Inspector (Insp 4-3)	133.00	\$72.00	RtHr	\$9,576.00
Cylinder Pickup Runner - (Field Tech2)	69.00	\$60.00	RtHr	\$4,140.00
Technician - Air & Slump Testing (Fld Tech 3-2)	173.00	\$60.00	RtHr	\$10,380.00
Reporting Fee	38.00	\$20.00	EA	\$760.00
Travel - Trip Fee	176.00	\$35.00	Trip	\$6,160.00
Cylinders - Each	280.00	\$20.00	EA	\$5,600.00
Subtotal for CONCRETE				\$36,616.00

Assumptions: Concrete testing is estimated at 1 test per 40 yards and 1 test for each element for curb, sidewalk, drive approaches, footings, foundations, concrete walls and concrete parking lot with 1 set of 4 cylinders per test. Technician time is estimated at 2.5 hours per trip for each test and 1 hour per test for cylinder pick up. Concrete inspection is estimated at 1 inspection per concrete placement except for unreinforced sidewalk, curb and gutter etc. at 3.5 hours per trip

EPOXY DOWELS/ANCHORS

Description	Qty	Rate	Units	Total
Inspector (3)	10.50	\$70.00	RtHr	\$735.00
Special Inspection Reporting Fee	3.00	\$20.00	EA	\$60.00
Travel - Trip Fee	3.00	\$35.00	Trip	\$105.00
Subtotal for EPOXY DOWELS/ANCHORS				\$900.00

Assumptions: This estimate includes 3 epoxy dowel inspections for addition of bars at concrete and masonry elements.

MASONRY

Description	Qty	Rate	Units	Total
Masonry Inspector ICC (Insp 4-3)	35.00	\$72.00	RtHr	\$2,520.00
Prism Test - Set of 3	2.00	\$215.00	EA	\$430.00
Special Inspector Reporting Fee	10.00	\$20.00	EA	\$200.00
Travel - Trip Fee	10.00	\$35.00	Trip	\$350.00
Subtotal for MASONRY				\$3,500.00



Assumptions: Masonry inspection is estimated at 1 inspection per 4' of elevation. Masonry inspections are estimated at 3.5 hours for inspection of reinforcement and placement of grout. Prisms are included at 1 set per 5000 SF of masonry wall.

ASPHALTIC CONCRETE PAVING

Description	Qty	Rate	Units	Total
Density Tester w/Gauge (Fld Tech 3-2)	9.00	\$62.00	RtHr	\$558.00
Travel - Trip Fee	2.00	\$35.00	A	\$70.00
Reporting Fee	2.00	\$20.00	EA	\$40.00
Subtotal for ASPHALTIC CONCRETE PAVING				\$668.00

Assumptions: Asphalt density testing technician time is estimated based on paving 50 tons per hour with one trip for parking lot and 1 trip for roadway repair. It is assumed the paving contractor will provide laboratory testing however these services can be provided for an additional charge.

STRUCTURAL STEEL

Description	Qty	Rate	Units	Total
Structural Steel Visual Inspection (Insp 4-3)	21.00	\$77.00	RtHr	\$1,617.00
Special Inspection Reporting Fee	6.00	\$20.00	EA	\$120.00
Travel - Trip Fee	6.00	\$35.00	Trip	\$210.00
Subtotal for STRUCTURAL STEEL				\$1,947.00

Assumptions: Steel inspection is estimated at 1 trip per 5000 SF and for each elevation of roof section and floor deck. each inspection is estimated at 3.5 hours for inspection of bolts and welding. It is assumed the steel supplier will have an approved inspection program at their facility and special inspection will not be required.

PROJECT MANAGEMENT

Description	Qty	Rate	Units	Total
Project Manager 1	46.00	\$110.00	RtHr	\$5,060.00
Overtime Contingency	1.00	\$5,000.00	EST.	\$5,000.00
Travel - Trip Fee	0.00	\$35.00	Trip	\$0.00
Subtotal for PROJECT MANAGEMENT				\$10,060.00

Assumptions: This estimate includes a **10% contingency** to cover overtime and unforeseen costs.

Project Total for TOOELE FIRE STATION & MAINTENANCE BUILDING	\$60,671.00
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** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours ,before 8:00 a.m. and after 4:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc.



**EXHIBIT A1 - Alternate Bid #1
TOOELE FIRE STATION & MAINTENANCE BUILDING Scope of Services**

ASPHALTIC CONCRETE PAVING

Field Quality Control

- Inspection and testing will be performed under provisions of Section 01400;
- We will inspect and test base and paving, including but not limited to:
- Compaction and thickness of base according to project specification.
- Compaction of asphalt concrete tested with nuclear gauge in accordance with American Society for Testing and Materials (ASTM) D2950. Nuclear density gauge determination will be correlated with density of compacted specimens determined according to ASTM D1188;
- Temperature of asphalt concrete just prior to paving;
- Check thickness of surfacing by coring when directed by Owner's Representative.

CONCRETE

Mix Design Review

We will review the proposed concrete mixes in our laboratory for conformance with the specifications, if requested.

Reinforcing Steel Placement

Prior to the pours, our inspector will inspect the reinforcing steel placement to determine that it is according to plans and specifications. Our inspector will check:

- Size and spacing of bars;
- Location and length of splices;
- Clearances;
- Cleanliness of bars;
- Spacing tolerances;
- Proper support of steel with ties.

Concrete Placement

During the pours, our inspector will be on-site continuously, as required by Code, to monitor the placement. Our inspector will check:

- Determine that no bars are displaced during pouring;
- Observe cleanliness of steel;
- Determine adequacy of placement and vibratory equipment;
- Determine proper delivery rate of concrete and monitor batch times;
- Determine the correct mix is being utilized;
- Monitor slump of each truck;
- Record temperature of air and concrete;
- Cylinders casted by technician for compression tests ;
- Observe anchor bolt/dowel installation operations to determine hole depth of the hole, embedment and cleanliness, as well as materials and workmanship. We will inspect to determine all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Compression test reports will be distributed to the appropriate parties.

MASONRY

Mix Design Review

We will review the proposed grout and mortar mixes in our laboratory for conformance with the specifications, if requested.

Our inspector's duties will include the following:

- Review mill test certifications of block and reinforcing steel;
- Inspect to determine size and spacing of dowels;
- Inspect to determine that cleanouts are provided for high-lift grouting methods;
- Inspect proper lay-up of block units;
- Inspect reinforcing steel prior to grouting;
- Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
- Inspect to determine proper consolidation of grout;
- Check that curing requirements are being followed.

Materials Testing:

- Cast samples of mortar and grout for compression tests. Per International Building Code (IBC) grout prisms shall be tested at 28-days;
- Witness preparation of composite prisms and test for compressive strength in our lab. International Building Code (IBC) requires five tests 28 days prior to production, and three for every 5,000 square feet of wall for each block size.

STRUCTURAL STEEL

Shop Inspection

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Field Inspection

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;
- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Metal Deck/Shear Studs

Intermittent visual inspection will be conducted for metal deck and shear stud welding.

High-Strength Bolting

As required by the International Building Code (IBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

SOILS - FIELD AND LAB TESTING

A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. We will provide:

- Preparation of daily field reports;
- Observation and verification during site clearing and mass grading;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt and concrete paved areas;
- Observation and testing during asphalt and concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.



EPOXY DOWELS/ANCHORS

As required, We will perform visual examination of dowel/anchor placement to determine dowel/anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proof load testing of the epoxy dowels/anchors at the percentage defined by the plans and specifications.

NOTE: These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any dowel/anchor fail, additional tests will be required per plans.

PROJECT MANAGEMENT

Our estimated fee includes time for project management, which are critical elements for the successful delivery of quality assurance services on your project. As you might expect, this estimate includes time for the preparation, review and distribution of regular observation and testing reports (field and laboratory), as well as the preparation review, and production of a Final Quality Assurance Summary Letter required by the governing jurisdiction prior to issuing a Certificate of Occupancy. Our estimated fees also ensure our participation in project related meetings (preconstruction, pre-activity, or project progress meetings) as needed to address quality assurance inspection and testing related topics or questions. Additionally, we have included time for communication and interaction with your project delivery and design teams to proactively address quality related questions and concerns, as well as the resolution of non-compliant items. We have also allotted time for communication with jurisdictional authorities throughout the course of our project related services. Another service included in our fee estimate, is the regular interaction with your selected contractor and their subcontractors in the coordination and scheduling of quality assurance services.

As each project is unique, the exact amount of management and administrative time invested in each project is difficult to predict. However, we believe the included amount is sufficient to provide high-quality quality assurance services on this project. As this is a time-and-expense contract, you will only be invoiced for the actual time incurred on your project within the amount included in the fee estimate. If the anticipated amount is inadequate to complete our described scope of service, we will contact you for additional authorization, as well as an explanation of the expended charges.

**EXHIBIT A - Alternate Bid #2
Tooele Maintenance Building Budget Summary**

SOILS - FIELD AND LAB TESTING

Description	Qty	Rate	Units	Total
Field Densities ASTM/AASHTO - Field Tech (3-2)	6.00	\$60.00	RtHr	\$360.00
Test Reporting Fee	2.00	\$20.00	EA	\$40.00
Travel - Trip Fee	2.00	\$35.00	Trip	\$70.00
				\$470.00

Subtotal for SOILS - FIELD AND LAB TESTING \$470.00

Assumptions: Soil densities are estimated at 1 density per 150 LF per 12" for foundation backfill and 1 test per lift per 1000 SF for slab on grade fill. Technician time is estimated at 2 hours per trip with a minimum of 3 passing test results per trip.

CONCRETE

Description	Qty	Rate	Units	Total
Concrete Inspector (Insp 4-3)	18.50	\$72.00	RtHr	\$1,332.00
Cylinder Pickup Runner - (Field Tech2)	5.00	\$60.00	RtHr	\$300.00
Technician - Air & Slump Testing (Fld Tech 3-2)	10.00	\$60.00	RtHr	\$600.00
Travel - Trip Fee	15.00	\$35.00	Trip	\$525.00
Reporting Fee	5.00	\$20.00	EA	\$100.00
Cylinders - Each	20.00	\$20.00	EA	\$400.00
				\$3,257.00

Subtotal for CONCRETE \$3,257.00

Assumptions: Concrete testing is estimated at 1 test per 40 yards and 1 test for each element for curb, sidewalk, drive approaches, footings, foundations, concrete walls and concrete parking lot with 1 set of 4 cylinders per test. Technician time is estimated at 2.5 hours per trip for each test and 1 hour per test for cylinder pick up. Concrete inspection is estimated at 1 inspection per concrete placement except for unreinforced sidewalk, curb and gutter etc. at 3.5 hours per trip

MASONRY

Description	Qty	Rate	Units	Total
Masonry Inspector ICC (Insp 4-3)	17.50	\$72.00	RtHr	\$1,260.00
Special Inspector Reporting Fee	5.00	\$20.00	EA	\$100.00
Travel - Trip Fee	5.00	\$35.00	Trip	\$175.00
Prism Test - Set of 3	1.00	\$215.00	EA	\$215.00
				\$1,750.00

Subtotal for MASONRY \$1,750.00

Assumptions: Masonry inspection is estimated at 1 inspection per 4' of elevation. Masonry inspections are estimated at 3.5 hours for inspection of reinforcement and placement of grout. Prisms are included at 1 set per 5000 SF of masonry wall.

STRUCTURAL STEEL

Description	Qty	Rate	Units	Total
Structural Steel Visual Inspection (Insp 4-3)	7.00	\$77.00	RtHr	\$539.00
Travel - Trip Fee	2.00	\$35.00	Trip	\$70.00
Special Inspection Reporting Fee	2.00	\$20.00	EA	\$40.00
				\$649.00

Subtotal for STRUCTURAL STEEL \$649.00

Assumptions: Steel inspection is estimated at 1 trip per 5000 SF and for each elevation of roof section and floor deck. each inspection is estimated at 3.5 hours for inspection of bolts and welding. It is assumed the steel supplier will have an approved inspection program at their facility and special inspection will not be required.



PROJECT MANAGEMENT

Description	Qty	Rate	Units	Total
Project Manager 1	5.00	\$110.00	RtHr	\$550.00
Travel - Trip Fee	2.00	\$35.00	Trip	\$70.00
Overtime Contingency	1.00	\$600.00	EST.	\$600.00
Subtotal for PROJECT MANAGEMENT				\$1,220.00

Assumptions: This estimate includes a **10% contingency** to cover overtime and unforeseen costs.

Project Total for Tooele Maintenance Building \$7,346.00

** All field tests have a two hour minimum charge on a portal to portal basis and Special Inspectors have a 3 hour minimum charge on a portal to portal basis. Time over the minimum will be rounded up to the nearest whole number. Overtime at 1.5 times the standard rate will be charged after 8 hours ,before 8:00 a.m. and after 4:00 p.m. and also on weekends and holidays. This is a unit rate proposal. Retest, show up and cancellation are not included and will be charged at our standard unit rate fees as listed above. The estimated total is listed for your convenience and may change with project schedules and with small concrete placements etc.

EXHIBIT A1 - Alternate Bid #2 Tooele Maintenance Building Scope of Services

CONCRETE

Mix Design Review

We will review the proposed concrete mixes in our laboratory for conformance with the specifications, if requested.

Reinforcing Steel Placement

Prior to the pours, our inspector will inspect the reinforcing steel placement to determine that it is according to plans and specifications. Our inspector will check:

- Size and spacing of bars;
- Location and length of splices;
- Clearances;
- Cleanliness of bars;
- Spacing tolerances;
- Proper support of steel with ties.

Concrete Placement

During the pours, our inspector will be on-site continuously, as required by Code, to monitor the placement. Our inspector will check:

- Determine that no bars are displaced during pouring;
- Observe cleanliness of steel;
- Determine adequacy of placement and vibratory equipment;
- Determine proper delivery rate of concrete and monitor batch times;
- Determine the correct mix is being utilized;
- Monitor slump of each truck;
- Record temperature of air and concrete;
- Cylinders casted by technician for compression tests ;
- Observe anchor bolt/dowel installation operations to determine hole depth of the hole, embedment and cleanliness, as well as materials and workmanship. We will inspect to determine all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with the American Society for Testing and Materials (ASTM) requirements. Compression test reports will be distributed to the appropriate parties.

MASONRY

Mix Design Review

We will review the proposed grout and mortar mixes in our laboratory for conformance with the specifications, if requested.

Our inspector's duties will include the following:

- Review mill test certifications of block and reinforcing steel;
- Inspect to determine size and spacing of dowels;
- Inspect to determine that cleanouts are provided for high-lift grouting methods;
- Inspect proper lay-up of block units;
- Inspect reinforcing steel prior to grouting;
- Inspect dowels, anchor bolts and inserts, to make sure they are in place and properly secured prior to grouting;
- Inspect to determine proper consolidation of grout;
- Check that curing requirements are being followed.

Materials Testing:

- Cast samples of mortar and grout for compression tests. Per International Building Code (IBC) grout prisms shall be tested at 28-days;
- Witness preparation of composite prisms and test for compressive strength in our lab. International Building Code (IBC) requires five tests 28 days prior to production, and three for every 5,000 square feet of wall for each block size.

STRUCTURAL STEEL

Shop Inspection

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Field Inspection

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;
- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Metal Deck/Shear Studs

Intermittent visual inspection will be conducted for metal deck and shear stud welding.

High-Strength Bolting

As required by the International Building Code (IBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per American Society for Testing and Materials (ASTM) guidelines.

SOILS - FIELD AND LAB TESTING

A technician with a nuclear gauge will perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing the American Society for Testing and Materials (ASTM) D2922, D3017, and D1556 methods. Laboratory maximum density and optimum moisture determination will be performed in accordance with ASTM D1557 or D698. We will provide:

- Preparation of daily field reports;
- Observation and verification during site clearing and mass grading;
- Observation and testing during backfilling of utility trenches;
- Observation and testing during backfilling around retaining walls;
- Observation and testing during subgrade preparation and baserock placement in asphalt and concrete paved areas;
- Observation and testing during asphalt and concrete placement.

Observation and testing will consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from his obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the job site.



PROJECT MANAGEMENT

Our estimated fee includes time for project management, which are critical elements for the successful delivery of quality assurance services on your project. As you might expect, this estimate includes time for the preparation, review and distribution of regular observation and testing reports (field and laboratory), as well as the preparation review, and production of a Final Quality Assurance Summary Letter required by the governing jurisdiction prior to issuing a Certificate of Occupancy. Our estimated fees also ensure our participation in project related meetings (preconstruction, pre-activity, or project progress meetings) as needed to address quality assurance inspection and testing related topics or questions. Additionally, we have included time for communication and interaction with your project delivery and design teams to proactively address quality related questions and concerns, as well as the resolution of non-compliant items. We have also allotted time for communication with jurisdictional authorities throughout the course of our project related services. Another service included in our fee estimate, is the regular interaction with your selected contractor and their subcontractors in the coordination and scheduling of quality assurance services.

As each project is unique, the exact amount of management and administrative time invested in each project is difficult to predict. However, we believe the included amount is sufficient to provide high-quality quality assurance services on this project. As this is a time-and-expense contract, you will only be invoiced for the actual time incurred on your project within the amount included in the fee estimate. If the anticipated amount is inadequate to complete our described scope of service, we will contact you for additional authorization, as well as an explanation of the expended charges.

Exhibit B

Engineering and Design Agreement



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **CMT TECHNICAL SERVICES** of **2796 South Redwood Road, West Valley City, Utah 84096**, a **Corporation**, (hereinafter “Contractor”) enter into this Agreement on the _____ day of _____, 2024 (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:

Provide materials testing and special inspection services for the construction of Tooele City Fire Station No. 3 in accordance with the attached letter dated May 31, 2023.
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 **Not to Exceed** sum of **\$68,017.00** for fully performing the Services, pursuant to invoice and actual billable hours.
 - 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, 2024**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy.
 - b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and its agents arising out of or related to this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. 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, including all endorsements, 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

CMT TECHNICAL SERVICES

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

TOOELE CITY CORPORATION

RESOLUTION 2024-14

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENSIGN ENGINEERING FOR DESIGN OF THE 2400 NORTH ROADWAY AND MIDDLE CANYON CHANNEL CROSSING, ADJACENT TO THE NEW DESERET PEAK HIGH SCHOOL.

WHEREAS, the Tooele County School District is constructing the new Deseret Peak High School on property located at the southeast corner of 2400 North and Berra Boulevard; and,

WHEREAS, in order to provide vehicle access to and from the new High School, it is necessary to extend 2400 North from the existing Home Depot development west to the intersection of Berra Boulevard; and,

WHEREAS, the Middle Canyon drainage channel, and its associated FEMA designated channel, traverses a portion of the proposed roadway and need to be mitigated; and,

WHEREAS, Tooele City has received funding from the Tooele County Council of Governments transportation sales tax funds, which will be contributed toward the construction of the 2400 North roadway and mitigation of the FEMA channel by the Tooele County School District, which funds in part will be used to pay for the required engineering design services; and,

WHEREAS, the City has worked with Ensign Engineering on similar related roadway and FEMA projects and the Administration believes that Ensign can provide the most efficient and cost-effective services to this particular project; and,

WHEREAS, Ensign has provided a cost proposal of \$39,850.00 to perform topographic survey of the affected area, provide a design for the proposed roadway improvements, and prepare the necessary modeling and permit application for the FEMA channel modifications. A copy of Ensign's Proposal is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (see Exhibit B) with Ensign Engineering in the amount of \$39,850.00 for design of the 2400 North roadway and Middle Canyon channel crossing, adjacent to the new Deseret Peak High School.

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Ensign Engineering Proposal



Structural Engineering
Municipal Services
Civil Engineering
Land Surveying

January 24, 2024

Paul Hansen
Tooele City Engineer
90 North Main Street
Tooele, Utah 84074

RE: 2400 North – Middle Canyon Drainage
Tooele, UT

Paul,

We are pleased to submit to you our proposal to provide survey and civil engineering services for the above-mentioned project in Tooele, Utah.

Initial Survey Services:

Boundary Topography Survey – We will complete a Topography Survey by collecting the information along for the widening of the north side of 2400 North Street from the west end of Home Depot subdivision to the center of section or Berra Boulevard, approximately 1200 feet and a width of about 100 feet. We will also collect contour data to show 1-foot contour intervals across the drainage channel on each side of the road to compare to the survey data provided by the school district. This will include mapping of existing utilities and infrastructure to be used in the design.

Proposed Fee: \$ 5,800.00

Civil Design - Ensign will provide a design for the proposed widening of the north side of 2400 North Street from the west end of Home Depot subdivision to the center of section or Berra Boulevard, approximately 1200 feet. The design will include a demolition plan, site plan, plan and profile of the pipe network, and typical details. Ensign will provide construction documents and an RFP packet to assist Tooele City in selecting a qualified contractor to install the required box culvert in the Middle Canyon Drainage Ditch at 2400 North Street and approximately 900 North in Tooele City. The estimated fee to complete this and provide the required details to complete the work is list below.

5800
Proposed Fee: \$ 27,300.00

HEC-RAS Modeling - We will provide modeling of the Middle Canyon Drainage along the school district property under 2400 North and release in the natural flow path in the Perry property North of 2400 North. The modeling will include existing conditions model built from aerial contours and a proposed channel model using cross sections of the existing surface.

Proposed Fee: \$ 6,750.00

Total Proposed Fee: \$ 39,850.00

SANDY
45 W 10000 S, STE 500
Sandy, UT 84070
P: 801.255.0529

LAYTON
919 North 400 West
Layton, UT 84041
P: 801.547.1100

CEDAR CITY
88 E Fiddler's Canyon Rd, STE 210
Cedar City, UT 84721
P: 435.865.1453

TOOELE
169 N. Main St, Unit 1
Tooele, UT 84074
P: 435.843.3590

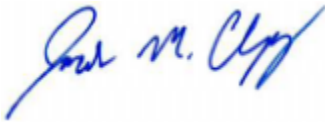
RICHFIELD
225 N 100 E
Richfield, UT 84701
P: 435.896.2983

Assumptions/Exclusions and Clarifications – the following are assumed or excluded from out contract:

- Design services begin and extend no later than 5 months beyond date of contract per phase.
- Shipping, printing and mailing costs will be submitted as reimbursable expenses
- Realignment or changes of subdivision after preliminary submittal and would be outside the scope of this work.
- Construction Staking during construction of the project is outside of the scope of this work.
- Any additional offsite utility work not specifically stated is outside of the scope of this work.
- All work not specifically identified within the limits of design will be handled as a separately negotiated change order.
- A soils report should also be completed for this project; however, the fee is not included in this proposal.
- All permits and fees will be paid by Owner (if applicable).
- FEMA Permits or work have been excluded

We appreciate the opportunity to provide you with a proposal on this project. Please feel free to call with any questions.

Sincerely,



Jacob M. Clegg, P.E.
Principal/Project Manager

EXHIBIT B

Agreement with Ensign Engineering



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and ENSIGN ENGINEERING of 169 North Main Street, Unit 1, Tooele, Utah 84074, a Corporation (hereinafter “Contractor”) enter into this Agreement on the ____ day of _____, 2024. (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: Perform topographic survey of the affected area, provide a design for the proposed roadway improvements and to prepare the necessary modeling and permit application for the FEMA channel modifications, as described in the attached Proposal dated January 24, 2024
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 Thirty-Nine Thousand Eight Hundred Fifty Dollars (\$39,850.00) 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 May 1, 2024.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy.
 - b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and its agents arising out of or related to this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. 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, including all endorsements, 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

ENSIGN ENGINEERING

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

TOOELE CITY CORPORATION

RESOLUTION 2024-10

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING PUBLIC INFRASTRUCTURE DISTRICTS.

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

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

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

WHEREAS, the Utah Code offers a number of legal mechanisms for the financing of public infrastructure systems, including local districts, special assessment areas (formerly special improvement districts), tax revenue bonds, and public infrastructure districts (“PIDs”); and,

WHEREAS, PIDs are governed by the Public Infrastructure District Act, codified in Utah Code Chapter 17D-4; and,

WHEREAS, PIDs allow for imposition of tax assessments on properties within the PID, which assessments are acceptable as security for bond indebtedness; and,

WHEREAS, the creation of a PID requires the consent and action of the municipality in which the PID exists, but neither the tax assessments nor the bond indebtedness are connected to or have a bearing or effect upon municipal budgets, finances, credit ratings, or debt capacity (see UCA 17D-4-201(6)); and,

WHEREAS, prior to the creation of a PID, the municipality is authorized to establish criteria in determining whether to create a PID, which criteria are identified in a PID Policy adopted by the municipal legislative body (City Council) (see UCA 17D-4-201(7)), and the PID Policy may identify the intent of the City Council in whether and when to consider the creation of a PID; and,

WHEREAS, on March 16, 2022 the Tooele City Council approved Resolution 2022-20 adopting a Public Infrastructure District Policy; and,

WHEREAS, in general, the City Council’s policy indicates that PIDs may have useful application in Tooele City in large new commercial and industrial areas, with less

application, if any, in residential areas; and,

WHEREAS, irrespective of the contents of the PID Policy and the merits of a PID petition, the City Council retains sole discretion in the creation of a PID and in the acceptance or rejection of a PID petition, and Tooele City bears no liability for the rejection of a PID petition (see UCA 17D-4-201(8)); and,

WHEREAS, once created, a PID is governed by a Governing Document consistent with the Act (see UCA 17D-4-202):

WHEREAS, the City's PID Policy anticipates assessing a fee for PID applications, reasonably calculated to recoup the City's costs to review and process the applications; and,

WHEREAS, the PID Policy anticipates charging fees for PID applications, and the City Administration recommends a fee of \$1,000 per submission of Letters of Intent and Petition for PID creation, and \$1,000 per submission of Governing Documents for PID implementation; and,

WHEREAS, the recommended fees are reasonably calculated to recoup the City's costs to review and process the applications, and are not calculated or anticipated to generate revenue in excess of costs:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include fees for submission to the City of PID applications, namely, \$1,000 for Letters of Intent and Petition, and \$1,000 for Governing Documents.

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-13

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR GRANITE CREDIT UNION.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: “Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system”; and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Mark Young representing Granite Credit Union (“the Project”) an email dated January 30, 2024 requesting the allocation of up to 0.75 acre-feet of City-owned municipal water rights to the Project, or, in other words,

requesting to pay the fee-in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project will consist of approximately 2,600 square feet of new commercial construction; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:

- The Project requests up to 0.75 acre-feet of water.
- An estimated capital investment of \$910,000, or \$350 per Square Foot of Construction.
- The creation of an estimated 5 full time equivalent jobs, with wages ranging from \$35,000 to \$75,000 annually.
- Granite Credit Union has communicated a desire to have a strong community presence and plans to support the education community; the Credit Union originally served Granite School District employees. The Credit Union works with local schools to provide teacher grants, financial literacy, and scholarships to students. They volunteer in schools and support education in the community through a Foundation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to up to 0.75 acre-feet of municipal water rights, for the fee amount established in the June 1 policy of \$35,000 per acre-foot.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 7 day of February, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Letter Requesting Fee in Lieu

Jared Stewart

From: Mark Young <MarkY@granite.org>
Sent: Tuesday, January 30, 2024 1:55 PM
To: Jared Stewart
Cc: Jace Bankhead
Subject: Water Fee in Lieu Request - Tooele City
Attachments: Riverton Water Usage Spreadsheet.xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

Jared,

Our agent, Jace Bankhead, forwarded me your information request regarding our project and water rights in Tooele. Our response is in blue.

- The amount of water being requested; please include justification, such as 2-3 years of usage history at a similar site OR the number of employees plus landscaped area so we can do an independent calculation.
 - **Attached is a spreadsheet showing water usage at our Riverton Branch which is similar in size and staff. Also below is information from our architect:**

Riverton's commercial water meter rounds monthly water usage to the nearest 1000 gallons, so the easiest way to determine usage is annual. Riverton used 13,000 gallons of commercial water in 2023, 18,000 gallons in 2022, and 19,000 gallons in 2021.

Building Water Usage Estimate:

5 Employees: 2 toilets, 1 urinal, 2 bathroom sinks, 2 drinking fountains, 1 break room sink, 1 janitor sink, etc estimated at 32.4 GPD x 52 (5-day) work weeks or 260 days = 8,424 gallons annually.

Reference Kohler Water Usage Calculator:

<https://calculatorpack.com/kohler-commercial-water-usage-calculator/>

Irrigation Water Usage Estimate:

Landscape @ 10% of landscaping on 1.28 acres = 5,576 SF

+ 5% of parking area (assumes 20 parking stalls) to be landscaped = 270 SF

Total Landscape area estimated at 5,846 SF. **For calculation, use 6,000 SF**

From Landscape Architect (Blue Line Designs):

Using the 6,000sf of total landscape area, our calculations area as follows:

1. 6,000sf of drip irrigated landscape (this may more or less sf of landscape)
2. Water once a day three times a week (1/4" per day)
3. Water average of 25 weeks (April – October)

Total landscape water usage per 25 weeks over 6,000sf landscape = 35,880 gallons annually.

- The number of jobs that will be created (full and part time) and an average wage. **At least 5 full-time equivalent jobs will be created. Annual salary ranges will be \$75k - \$35k.**
- Will there be any sales tax generated from the project? If so, an estimate of annual sales. (I expect this will not be relevant.) **No**
- The amount of investment to be made—for example, what is the estimated value of the building after construction. **Estimated Value for building after construction: \$910,000 @ \$350/SF x 2,600 SF**

- Any other anticipated benefits to the community. **Granite Credit Union has been in business for almost 90 years in Salt Lake County. We have a strong community presence with ties to the education community (originally served Granite School District employees). We work with local schools to provide teacher grants, financial literacy and scholarships to students. We volunteer in schools and have our own Foundation to support education activities in the communities we serve.**

Please let me know if you have any questions or need additional information.

Mark Young SPHR

President/CEO

Granite Credit Union

801-288-3077



Name: Granite Credit Union - CONCEPT EVALUATION
 Address: Near Home Depot
 Permit No: CONCEPT ONLY

Water Rights and Impact Fee Analysis Commercial / Industrial

Updated 10/10/2023

Water Rights - Interior Use

Employee Usage	0.07 acre feet/year
Process Water	0.00 acre feet/year
Net interior Demand=	0.07 acre-feet (100% depletion)
	39,000.00 GALLONS
	0.12 acre feet/year

Employee Usage

15 gallons per employee (Peak)
5 Employees
6 Days per Week (Single Shift)
75 gallons per day
0.07 acre feet / year

Process Water Usage

None reported

Note: This template is based upon the number of employees for restroom use only. Each business type should be based upon the intended usage and consider the unique interior uses (e.g. use of break rooms of kitchens, restaurant type, car wash, process water, etc.)

Water Rights -Exterior Use

	Landscape Area S.F.	Acres	Water Right Duty (per acre)	Water Right acre-feet
Sod		0.00	4.0	0.00
Water Conservation Area	6,000	0.14	2.0	0.28
Net Exterior Demand=	6,000	0.14		0.28 acre feet

TOTAL WATER RIGHT REQUIREMENT (Interior + exterior)= 0.35 acre-feet

If purchased thru Payment in Lieu, cost would be equal to \$35,000 x AF required = \$12,155.46

Water Impact

	Acre Foot Use	Total
Future Impact	0.35	
Historic Use		
Net Water Impact Fee=	0.35	\$4,444

FORMULA FOR NON-STANDARD WATER IMPACT FEES:

(Total Average Yearly Demand (ac-ft) / 0.61 (ac-ft)) * Base Impact Fee/ERC (\$7,805) = Total Fee

Source: Water Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), February 2022.

Sewer Impact

	Total (gpd)
Peak Day Interior Use Demand (gal)	75
Peaking Factor (from IFFP)	1.54
Average Day Interior Use Demand (gal)	49

FORMULA FOR NON-STANDARD WASTEWATER IMPACT FEES:

Treatment Cost	\$917.59
Collection Cost	\$498.26
Net Sewer Impact Fee=	\$1,415.85

Treatment: (Total Average Daily Demand (GPD) / 170 (GPD)) * Treatment Impact Fee/ERU (\$3,203) = Treatment Fee

Collection: (Total Peak Daily Demand (GPD) / 230 (GPD)) * Collection Impact Fee/ERU (\$1,528) = Collection Fee

Treatment Fee + Collection Fee = Total Impact Fee

Source: Wastewater Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA), March 2023

Public Safety Impact

(Requires both Fire and Police Component)

Building s.f.	Cost per 1000 s.f.	Total
2,600	\$187.40	\$487.24
	\$111.40	NA
2,600	\$164.70	\$428.22
	\$17.40	NA
Net Public Safety Impact Fee=		\$915.46

Fire - Commercial

Fire - Industrial

Police - Commercial

Police - Industrial

Sum of Impact Fees =	\$6,775.03
Water Right Payment in Lieu Cost =	\$12,155.46

Parks Impact

(Not Applicable for Commercial / Industrial)

Not Applicable for Commercial / Industrial Property

Exhibit B

June 1, 2022, Fee-in-lieu Policy

City Council Policy

RE: Payment In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: June 1, 2022

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the "Fee") per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of non-residential developments to pay the Fee if the development is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and with written approval of the Mayor, after full consideration of the following criteria in relation to the amount of water used:

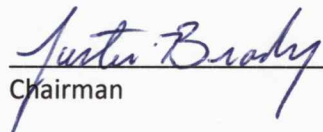
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building

permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

General.

1. The Fee shall be established at \$35,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supersede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.


Chairman

TOOELE CITY CORPORATION

RESOLUTION 2024-15

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CREATIVE SIGNS AND GRAPHICS FOR CONSTRUCTION OF A NEW DIGITAL SIGN AT VETERANS MEMORIAL PARK.

WHEREAS, in approximately 1995 an electric sign was installed at the City park (later designated Veterans Memorial Park) on the corner of Main Street and Vine Street, notifying passers-by of city-specific informational items; and,

WHEREAS, due to age and deterioration, the sign needs to be removed and replaced; and,

WHEREAS, the City solicited bids for the sign project, and the lowest responsible responsive bidder was Creative Signs and Graphics, with a bid of \$44,754.49 (see bid results attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) with Creative Signs and Graphics for removal and replacement of the digital sign at Veterans Memorial Park 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Results

Veterans Memorial Digital Sign Project, Bid Results

CONTRACTOR	BID AMOUNT
McPoyle and Burns Partners, LLC	\$ 48,453.12
Blink Signs	\$53,630.00
Creative Signs	\$44,753.49
Yesco	\$58,287.01

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and CREATIVE SIGNS & GRAPHICS of 2333 North 200 East, Spanish Fork, Utah 84660 a corporation, (hereinafter “Contractor”) enter into this Agreement on the 7 day of February, 2024 (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: Work of this Contract comprises the demolition and disposal of an existing pole mounted digital sign with the approximate dimensions of 10' wide and 6' tall, which is located in the Veterans Memorial Park, and for the furnish and installation of a new mono pole digital sign, with the approximate minimum overall dimensions of 10' x 5'-4", and as shown on attached Figures 1 thru 4.
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 Forty-Four Thousand Seven Hundred Fifty-Three Dollars and Forty-Nine Cents (\$44,753.49) 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 within 180 days of the Issuance of Notice of Award.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an

exclusion from Workers Compensation Fund of Utah. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, 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

CREATIVE SIGNS & GRAPHICS

Debra E. Winn, Tooele City Mayor

Natalie Taylor, Owner

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)



**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



2024 Veterans Memorial Park Digital Sign



Creative Signs and Graphics Contact:

Natalie Taylor - Owner

2333 N. 200 E. Spanish Fork, UT 84660

801-798-9892

natalie@creativesignsutah.com



Creative Signs and Graphics is a Utah based sign company located in Spanish Fork, Utah. Creative Signs was started in 1999. We are a full service electric sign manufacturer and installation company. We take pride in being a UL listed sign company, participating as active members of the Utah Sign Association, and being a Utah State Contract Sign Vendor (MA3351). At Creative Signs we are committed to providing the highest quality signs and exceeding expectations through our excellent customer service. We believe in providing an innovative design and a functional, user friendly product at the best value.

We appreciate your consideration.

A handwritten signature in black ink that reads "Natalie Taylor".

Natalie Taylor
Owner



division of
**Purchasing and
General Services**

Contract # MA3351

23113-Tooele City Corporation-Veterans Memorial Park Digital Sign

SPECIFICATIONS FOR FABRICATION AND INSTALLATION:

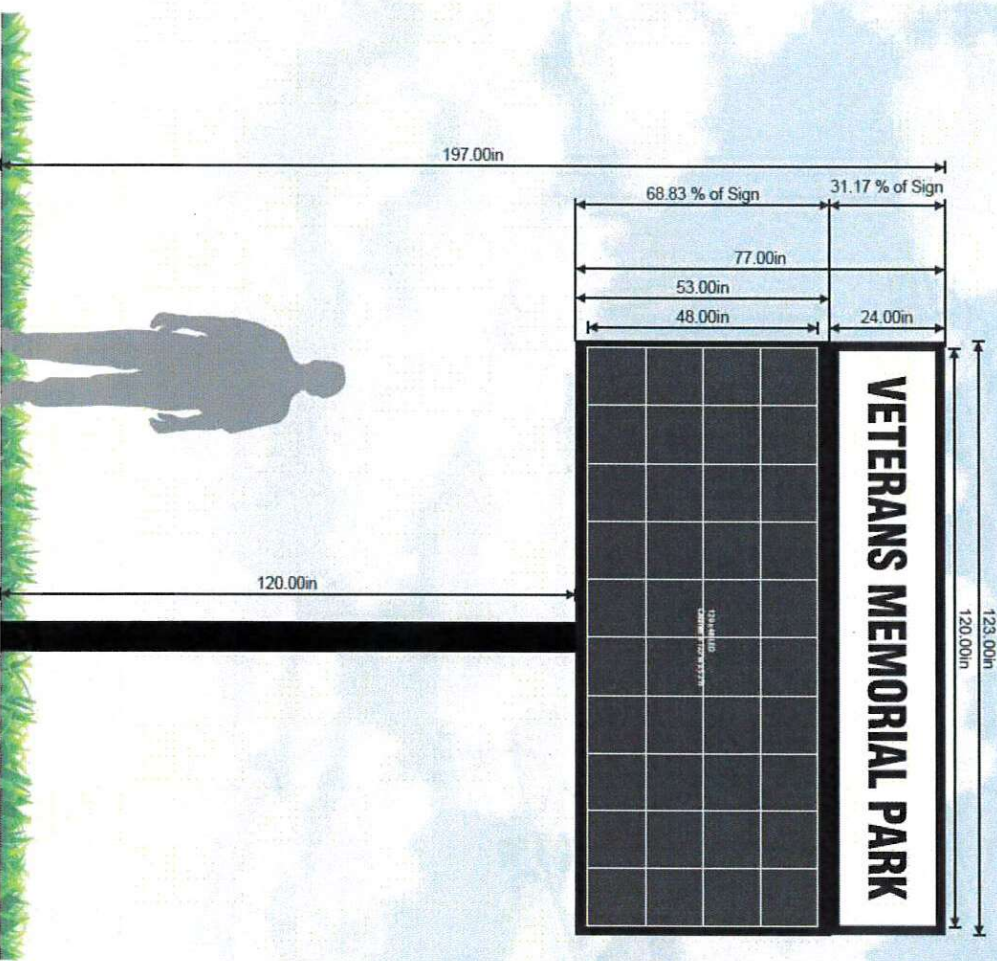
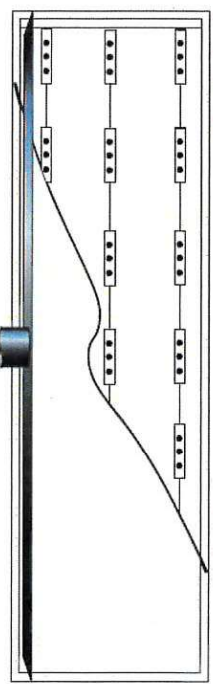
- Internally illuminated cabinet built to UL specifications
- Retainer size: 2"
- Face type: Polycarbonate with vinyl graphics applied
- Mounting method: Single Pole
- Illuminated with LEDs
- Primary electrical requirement: 120 volt (installed by someone other than creative signs) Timer or photo-cell (installed by creative signs)

LED MESSAGE CENTER SPECIFICATIONS

- Full Color LED Display
- Cabinet Size: 53" x 123" x 8"
- Active Display Area: 48" x 120"
- Matrix: 150 x 300
- Pitch: 10 mm
- Power 120 VOLT 24.0 amps Single Phase Service
- Warranty: 7 year parts, 2 year labor
- Communication: Life-of-sign Cell Data



ELECTRICAL NOTES:
 Sign Company DOES NOT provide primary electrical to sign.
 Power to the sign must be done by a licensed electrical contractor or licensed electrician.
 Each sign must have:
 1. A minimum of one dedicated 120V 20A circuit
 2. Junction box installed within 6 feet of sign
 3. Three wires: Line, Ground, Neutral



COMPANY NAME:

Tooele City Corporation

INSTALL ADDRESS:

BILLING ADDRESS:
 90 N Main Street
 Tooele, UT 84074

CONTACT NAME:
 Cook, Darwin

PHONE:
 (435) 843-2140

DATE:
 1-19-2024

DESIGN NUMBER:
 23113

SALES PERSON:
 Natalie

DESIGNER:
 Brevan

THIS DRAWING WAS CREATED TO ASSIST YOU IN VISUALIZING OUR PROPOSAL AND CANNOT BE COPIED OR REVISED IN ANY FORM. THE ORIGINAL IDEAS HEREIN ARE THE EXCLUSIVE PROPERTY OF CREATIVE SIGNS & GRAPHICS. OWNERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, AND ALL SIZING AND COLOR MAY VARY SLIGHTLY FROM THAT SHOWN ON THIS PROPOSAL. FOR EXACT SPECIFICATIONS, REFER TO THE CONTRACT.

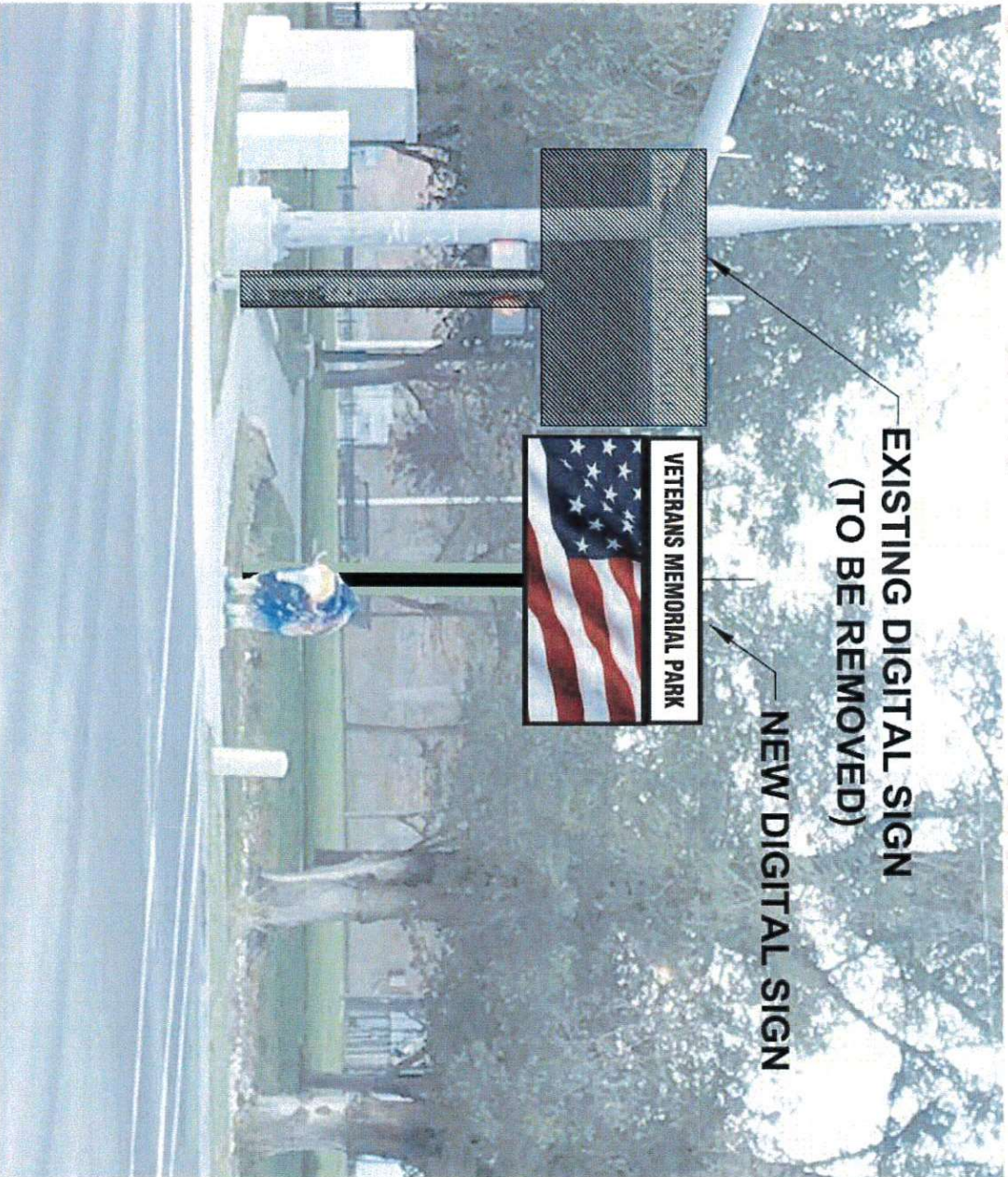
CUSTOMER APPROVAL:

X

SALES PERSON SIGNATURE:

X

DATE:



COMPANY NAME:

Tooele City Corporation

INSTALL ADDRESS:

BILLING ADDRESS:
90 N Main Street
Tooele, UT 84074

CONTACT NAME:

Cook, Darwin
PHONE:
(435) 843-2140

DATE:

1-19-2024

DESIGN NUMBER:

23113

SALES PERSON:

Natalie

DESIGNER:

Brevan

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CUSTOMER APPROVAL:

X

SALES PERSON SIGNATURE:

X

DATE:

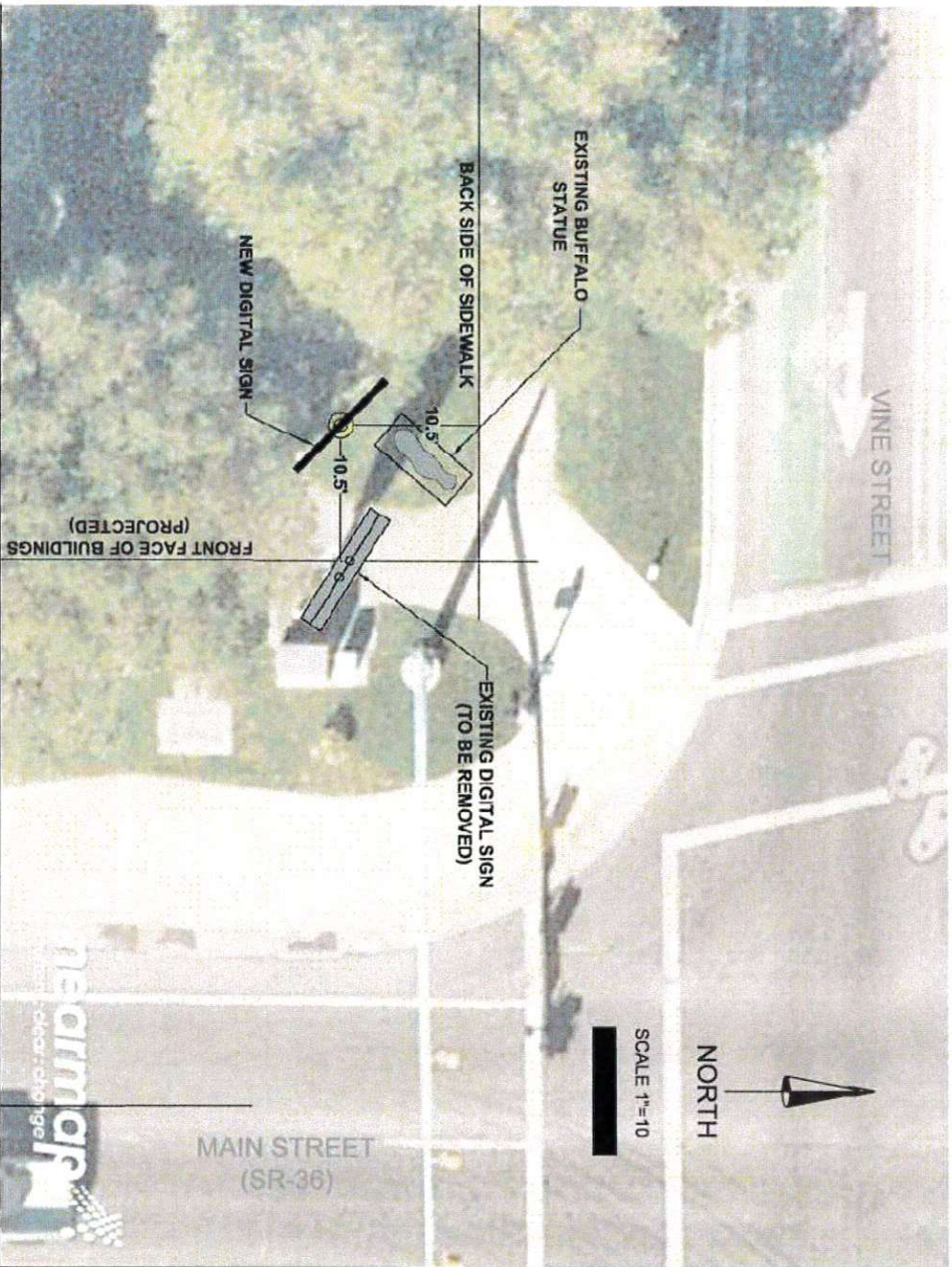


FIGURE 2. VETERANS MEMORIAL PARK - SIGN LOCATION

2333 N 200 E, SPANISH FORK, UT 84660

801-798-9892

CREATIVESIGNS.COM

Contractor License number: 8146985-5501



COMPANY NAME:

Tooele City Corporation

INSTALL ADDRESS:

BILLING ADDRESS:
90 N Main Street
Tooele, UT 84-074

CONTACT NAME:

Cook, Darwin

PHONE:

(435) 843-2140

DATE:

1-19-2024

DESIGN NUMBER:

23113

SALES PERSON:

Natalie

DESIGNER:

Brevan

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CUSTOMER APPROVAL:

X

SALES PERSON SIGNATURE:

X

DATE:



Creative Signs & Graphics
 2333 N 200 E
 Spanish Fork, UT 84660
 Ph: (801) 798- 9892
 Email: natalie@creativesigns.com
 Web: www.creativesigns.com

Estimate #: 23113

Created Date: 1/11/2024 11:07:13AM	Prepared For: Tooele City Corporation
Salesperson: Natalie Taylor	Contact: Darwin Cook, Parks Director
Email: natalie@creativesigns.com	Office Phone: (435) 843-2140
Office Phone: (801) 798-9892	Email: darwinc@tooelecitecity.gov
Entered by: Natalie Taylor	Address: 90 N Main Street Tooele, UT 84074

Description: Veterans Memorial Park Digital Sign - State Contract MA3351

		Quantity	Unit Price	Price	Subtotal
--	--	----------	------------	-------	----------

1	Product: LED Message Center Description: Watchfire LED Message Center Pitch: 10mm Matrix: 120x300 Warranty: 7 year parts, 2 years labor Communication: Life of Sign Cell Data Software: Ignite OPx Power: 120 V 24 amps • 1, 53 in x 123 in x 5 in 10mm Single Cabinet • Cabinet Side 1: Decorated Face Side 2: Skin • Horizontal Lamping	1	\$42,480.76	\$42,480.76	\$42,480.76
----------	---	---	-------------	-------------	-------------

Quantity

1.A	Product: Pylons Description: Pylons • 1) 13.2 ft Pylon / Poles • 21.2 ft Length of Iron Pipe, Sch 40, 8 in. for 13.2 ft stage • FOUNDATION • 30 in diameter x 96 in deep drilled excavation • 1.45444104332861 cu yd • 2 Cu. Yds., Concrete				
------------	--	--	--	--	--

Quantity

1.A.1	Product: Electric Sign Installation Description: Installations • Location: Customer Location: 90 N Main Street Tooele, UT 84074 • 1st Crew: 2/19/2024 • Crew of 2, Installation Labor • Equipment :1, Install Truck and 1, SkidSteer w/ Trailer • 2nd Crew: 2/19/2024 • Crew of 2, Installation Labor • Equipment :1, Install Truck and 0, Not Assigned • 3rd Crew: 2/19/2024 • Crew of 2, Installation Labor • Equipment :1, Install Truck and 1, SkidSteer w/ Trailer				
--------------	--	--	--	--	--



Creative Signs & Graphics
 2333 N 200 E
 Spanish Fork, UT 84660
 Ph: (801) 798- 9892
 Email: natalie@creativesigns.com
 Web: www.creativesigns.com

Estimate #: 23113

		Quantity
1.B	Product: Permitting Description: Permitting Procurement Fee (City Fees are Additional) • 1 Ea.,	

		Quantity	Unit Price	Price	Subtotal
--	--	----------	------------	-------	----------

2	Product: Sign Cabinet Description: Illuminated Sign Cabinet • 1, 24 in x 123 in x 5 in Single Sided Custom Sign Cabinet • Aluminum - .040 Black 48x120 Cabinet Side 1: Decorated Face • 2" Standard Retainer Side 2: Skin • 2" Standard Retainer • LEDs include: Qwik Mod 3, 1, France 12V Power Supply power supply, located	1	\$2,230.23	\$2,230.23	\$2,230.23
----------	---	---	------------	------------	------------

2.A	Product: Cut Vinyl Signs (on Flat Stock) Description: Cut Vinyl Signs • 1- 24 in x 123 in Single Sided sign(s) made from stock material • Vinyl Colors are Translucent To Be Determined 30" Translucent, • Custom Finishing				
------------	---	--	--	--	--

		Quantity	Unit Price	Price	Subtotal
3	Product: Design and Setup Description: Design and Setup (Billed Hourly) • 1 Files • Production preparation for all orders • 30 min Creative Design Time Per File.	1	\$42.50	\$42.50	\$42.50

Notes

Thank you for allowing us the opportunity to provide you with an estimate for your project.
 * Payment Terms: 50% Deposit Required at the time the order is placed - Remaining balance due upon completion of job
 _____ Initials
 * Orders over \$500.00 paid by Credit Card will incur a handling fee of 3%
 * Customer to provide artwork in compatible format or set-up fees may apply.
 * Estimate is valid for 30 days

Estimate Total: \$44,753.49
Subtotal: \$44,753.49
Total: \$44,753.49
Deposit Required: \$22,376.75

Payment Terms: Net 30; Balance due in 30 days.

Client Reply Request

Estimate Accepted "As Is". Please proceed with Order. Other: _____
 Changes required, please contact me. **SIGN:** _____ **Date:** / /

TOOELE CITY CORPORATION

RESOLUTION 2024-16

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM FOR SCADA SYSTEM UPGRADES AT VARIOUS CITY WELLS.

WHEREAS, the Public Works Director recommends that Supervisory Control and Data Acquisition (SCADA) system upgrades be installed at the various City wells, including the Rodeo Grounds well and wells 6, 8, and 13;and,

WHEREAS, SKM currently serves as the City's consultant for the management and operation of its SCADA systems; and,

WHEREAS, SKM has submitted a cost proposal of \$83,144 for the well SCADA system upgrades (see scope of work, cost proposal, and agreement attached as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement with SKM in the amount of \$83,144 for installation of SCADA system upgrades at various City wells.

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)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and SKM Engineering of 533 W 2600 S Suite 25 Bountiful UT 84010, a(n) Corporation, (hereinafter “Contractor”) enter into this Agreement on the 8th day of February, 2024 (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:
Replace radios at Rodeo Well, Well 6, Well 13 and Well 8. Discontinue/Replace Canyon Rim Booster. See attached.
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 **\$83,144** 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 **31 July 2024**.
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



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

Tooele City
January 9, 2024

Water SCADA System Upgrade Proposal

Phase 3 Tasks 2 and 6

- **Scope Summary**

This scope of work has been developed based on SKM's SCADA Upgrade Proposal from December of 2023. We are providing scope and fee for Task 2 and Task 6 of this proposal. Project Goals:

- Task 2: Establish radio communication for wells with newer, documented PLCs and panels (or wells using cell modems). Well 13 and Rodeo are using individual cell modems, and Wells 6 and 8 are using old radios communicating through city hall. These sites will be reworked to use radio communications through police, county tower, or Grimm's repeater.
- Task 6: Upgrade discontinued Allen Bradley PLC and remove SCADAPack PLC at Canyon Rim Booster- replace with one Schneider M340 PLC that the city has already purchased on a new backpan which will have a new radio that will be programmed to work through the police station instead of city hall.

1.1 Exclusions and Exceptions

- The proposal does not include sales tax.
- This proposal is based on radio communications. Fiber/cell communications are not included.

- **Scope of Services**

The Scope of Services has been divided into the following tasks (each task is further described below):

1. Task 2 – Replace Radios at Rodeo, Well 6, Well 13, Well 8
2. Task 6 – Upgrade AB PLC and Remove SCADAPack PLC at Canyon Rim Booster

2.1 Task 2 – Replace Radios at Rodeo Well, Well 6, Well 13, and Well 8

These sites have newer, documented PLC panels, but need radio re-work to communicate through the police station or county emergency tower

- Rodeo Well – This well has always struggled on radio, and a cell modem was installed last year to try and get some reliability. Cell worked well for about year, but has become unreliable late at night in the last couple months. With the new police tower in place, we are hopeful that we can install (after testing) a new radio and not have to use cell at Rodeo any longer. The modem could be repurposed for use at a different problematic site
- Well 6 – This well is still communicating through city hall with a discontinued serial radio. A new 900MHz radio will be installed to communicate to county emergency tower
- Well 13 – This well started struggling on radio a couple years ago, and a cell modem was installed to try and get some reliability. Cell worked well for over a year, but has become unreliable late at night in the last couple months. With the new 900 MHz radio at Grimms in place, we are hopeful that we can install (after testing) a new radio and not have to use cell at Well 13 any longer. The modem could be repurposed for use at a different problematic site
- Well 8 – This well is communicating to the county emergency tower over the new radio system. This was put into place over 3 years ago when this well needed a PLC and radio change due to hardware failures. Now that the master PLC is in place at the police station, we need to program it to communicate to the police station master PLC instead of the old master PLC at the maintenance shops

2.2 Task 6 – Canyon Rim Booster

The existing Canyon Rim Booster Station has two PLCs. One is a discontinued Allen-Bradley in a vendor supplied panel and the other is a SCADAPack in a separate panel. We will do the following for this site:

- Replace the Allen-Bradley PLC with a new Modicon M340 PLC with rack, power supply, processor, 48 DI's, 8 DO's, 8 AI's and 4 AO's. This will be retrofitted into the existing panel.
Note: PLC equipment has already been purchased
 - DC PS and UPS will be provided
- Replace the backpan for the SCADA panel and equip it with the radio and network equipment. Note: Radio has already been purchased
- Touch screen will be retrofitted (touch screen already purchased)
- Replace antennas and cabling and repoint antennas
- As-Built drawings will be provided
- PLC Programming – PLC's will be programmed specific for each site using developed standards

- HMI Programming – All of the new programming will be incorporated into the overall SCADA system. HMI screens, tags, alarming, and historization will be updated
- Touch Screen Programming – Basic local touch screen will be programmed and tested

Cost Proposal

This project will be performed on a lump basis not to exceed the costs shown herein. The cost breakdown is associated with the tasks described above and with the following rates:

1. Project Manager / Professional Engineer - \$175/Hour
2. Engineer - \$155/Hour
3. Controls Engineer - \$135/Hour
4. Designer - \$105/Hour
5. Electrician - \$100/Hour

Task Information		Hours of Service Required					Expenses	Cost
Task #	Description	PM / PE	Engineer	Controls Engineer	Designer	Electrician		
2	Replace Radios at Rodeo, Wells 6, 13, and 8		8	90	12	30		\$17,440
6	Canyon Rim Booster PLC Replacement	8	24	150	55	240	\$3000	\$58,145

Cost:	\$75,585
Contingency (10%):	\$7,559
Total Cost:	\$83,144

Please see attached articles of terms and conditions.

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

02/01/24

DESCRIPTION OF EXPENDITURE:

VENDOR: LENSLOCK

V# 11189

GENESIS 12 BODY WORN CAMERA SERVICE W/UNLIMITED DATA PLAN

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MISCELLANEOUS EQUIPMENT	110 4211 610000	51,800.00	4,362.00	16,419.00	31,019.00
LIQUOR LAW ENFORCEMENT FUNDS	10 4211 450000	29,000.00	147.00	24,341.00	4,512.00
TOTAL:				40,760.00	

REQUESTED 1st Chief Day
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



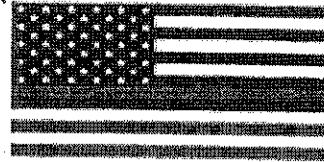
LENSLOCK

Invoice

LensLock Inc.
13125 Danielson Street #112
Poway, CA 92064
866-536-7562
www.Lenslock.com

Chief Adrian Day
Tooele Police Department
50 N Garden St
Tooele, UT 84074

VENDOR # 11189 Invoice Number: 132-244
P.O. # _____ Date: 1/24/2024
DEPT. # 104216600004 104216450000
DATE 2/1/24
AMOUNT \$16,419.00 + 24,341.00
SIGNATURE _____



Proposal/PO Number	MEA Start Date	Sales Representative	Payment Terms	Due Date
22-132-UT	1/10/2023	Sean O'Grady - SOG@LensLock.com	Net 15	2/8/2024
Quantity	Description		Unit Price	1 Year Cost
LensLock 5 year Equipment & Service Program				
32	Genesis 12 Body Worn Camera Service - UNLIMITED Data Plan		\$1,099.00	\$35,168.00
8	Genesis 12 Body Worn Camera Service - UNLIMITED Data Plan - Detectives		\$699.00	\$5,592.00
6	Genesis 12 Body Worn Camera Service - UNLIMITED Data Plan - Admin		\$0.00	Included
46	60-Month Hardware Guarantee			
46	New Body Worn Cameras Every 30 Months		\$0.00	Included
Unlimited	CAD Integration		\$0.00	Included
Unlimited	Migration & Hosting of Legacy Data		\$0.00	Included
Unlimited	LensLock FBI-CJIS Redaction Services		\$0.00	Included
Unlimited	24/7/365 Premier Customer Support		\$0.00	Included
Unlimited	LensLock Evidence Management Software Access		\$0.00	Included
Unlimited	District Attorney & Defense Based Software Licenses		\$0.00	Included
Unlimited LensLock Cloud Data Storage Year 2 Term Period: 1/10/2024 - 1/9/2025				
			Sub Total	\$40,760.00
"We Serve Heroes Every Day"			Sales Tax:	Exempt
<i>Thank you for your business</i>			TOTAL DUE	\$40,760.00
Please send payments to: LensLock Inc. 3550 Buschwood Park Dr., Suite 180, Tampa, FL 33618				

Michelle Pitt

From: Kaylene Young
Sent: Thursday, February 1, 2024 12:41 PM
To: Michelle Pitt
Cc: Adrian Day
Subject: Invoice for City Council
Attachments: sharp@tooelecity.org_20240201_123158.pdf

Hi Michelle,

Attached is our yearly invoice for our body cameras. \$16K of it will be covered by our ADF Grant and the remaining \$24K will be covered by the Beer Tax grant (hence the two separate line #s). Please let me know if there are questions. I've already entered it into Tyler, it just needs City Council approval. Thank you for your help with this!

Kaylene Young
Business Services Administrator
Tooele City Police Department
50 North Garden St. Tooele, UT 84074
kyoung@tooelecity.gov
www.tooelecity.gov
Office – 435-882-5900
Fax – 435-882-7777

**Tooele City Council and the
Redevelopment Agency (RDA) of Tooele City
Budget Business Meeting**

Date: Friday, January 12, 2024
Time: 2:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Chairman Justin Brady
Ed Hansen
Maresa Manzione
Dave McCall
Melodi Gochis

City Employees Present:

Mayor Debbie Winn
Shannon Wimmer, Finance Director
Kami Perkins, Human Resource Director
Shilo Baker, Assistant to the Mayor

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairman Brady called the meeting to order at 2:03 p.m.

2. Roll Call

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

3. Discussion:

Ms. Perkins provided the City Council with a presentation, the Council reviewed fund balances and long-term debt, discussed the RDA debt and sunset, property tax rates, and their projects and goals for the FY 2025 budget.

The Council had a break at 4:03 p.m. and reconvened at 4:10 p.m.

4. Adjourn

Chairman Brady adjourned the meeting at 4:52 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 outline of what occurred at the meeting.

Approved this 7th day of February, 2024

Justin Brady, Tooele City Council Chair

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

Date: Wednesday, January 17, 2024

Time: 5:30 p.m.

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

City Council Members Present:

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Paul Hansen, City Engineer

Jamie Grandpre, Public Works 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

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

3. Mayor's Report

Mayor Winn reported on the following:

There is a new buffalo at City Hall. The City will be doing xeriscape around City Hall in the spring, encouraging residents to do the same.

4. Council Member's Report

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

5. Discussion Items

A. Ordinance 2024-02 An Ordinance of the Tooele City Council Amending Tooele City Code Section 4-8-2 Regarding Dead End Streets and Cul-De-Sacs

Presented by Paul Hansen, City Engineer

Mr. Hansen presented an amendment to Tooele City Code Section 4-8-2 regarding dead end streets and cul-de-sacs. Any dead end street 150 feet in length or more than one residential home requires a paved cul-de-sac. However, when that ordinance was passed, the other chapters were not updated at that time. This code simplifies and clarifies dead ends, the length of a road in residential areas, temporary turn arounds shall be paved, and correcting 50-feet to 60-feet for a permanent cul-de-sac.

The City Council asked the following questions:
Are there multiple areas in the community that are not paved?

Mr. Hansen addressed the Council's questions. There are multiple areas within the City that are not paved. This code change will bring the practice into compliance.

B. Resolution 2024-06 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Garbage Containers

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented an amendment to the fee schedule regarding garbage containers. Recent changes to garbage container fees include updating recycling fees and the regular garbage can fees. The final update is to add the cost of the new garbage can to the fee schedule, this is for new cans or to replace a lost or stolen can. Asking to implement to fee schedule \$65 for a garbage can, ace provides first can, replacement can is \$80.

The City Council asked the following questions:
How many garbage cans a year are they replacing or adding?

Ms. Wimmer addressed the Council's questions. They are replacing hundreds of garbage cans a year.

C. Proposal to Amend Ordinances 7-16-3; Table 1, Table of Uses and 7-1-5; Definitions, Regarding Accessory Vehicle Storage Yards Associated with Automobile Sales and Rental Businesses

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a proposed amendment to the table of commercial uses. The amendment is to add accessory vehicle storage yards with automobile sales and rental. This would require a Conditional Use Permit. It has additional notes with requirements to follow and amends the definition of accessory vehicle storage yard.

The City Council asked the following:
Does automobile repair not need to be included?

Mr. Aagard addressed the Council's questions. Automobile repair and fender work is allowed in Light Industrial area.

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

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 5:48 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 February, 2024

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, January 17, 2024

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

Dave McCall

Justin Brady

Melodi Gochis

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Paul Hansen, City Engineer

Jamie Grandpre, Public Works Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

Dave McCall, Present

3. Mayor's Community Recognition Awards

Mayor Debbie Winn presented a Community Recognition Award to Rebecca Ford.

4. Public Comment Period

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

5. Ordinance 2024-02 An Ordinance of the Tooele City Council Amending Tooele City Code Section 4-8-2 Regarding Dead End Streets and Cul-De-Sacs

Presented by Paul Hansen, City Engineer

Mr. Hansen indicated that this Ordinance is intended to make Section 4-8-2 consistent with other recent Code modifications in Tooele City Code Title 7, and clarifies the length of a road in residential areas which require a cul-de-sac, the requirement that temporary turn arounds shall be paved, and corrects the right-of-way radius on cul-de-sacs from 50-feet to 60-feet.

Council Member Hansen motioned to approve Ordinance 2024-02; An Ordinance of the Tooele City Council Amending Tooele City Code Section 4-8-2 Regarding Dead End Streets and Cul-De-Sacs including the revisions handed to the Council. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

6. Resolution 2024-05 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Include Increased Water Meter Costs

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an amendment to the increased water meter costs on the City fee schedule. The current cost is \$306.67 and the increased cost will be \$402. An administrative fee has not been charged before this point, but has been added into the updated amount.

The Council discussed increasing the cost higher than 2%.

Council Member McCall motioned to approve Resolution 2024-05; A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Include Increased Water Meter Costs. Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Resolution 2024-06 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Garbage Containers

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented an amendment to the fee schedule regarding garbage containers. Recent changes to garbage container fees include updating recycling fees and the regular garbage can fees. The final update is to add the cost of the new garbage can to the fee schedule, this is for new cans or to replace a lost or stolen can. Administration is asking to implement to the fee schedule \$65 for a garbage can, and a replacement can is an \$80 fee.

Council Member Manzione motioned to approve Resolution 2024-06; A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Garbage Containers. Council Member McCall seconded. The vote was as follows: Council Member

McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Resolution 2024-07 A Resolution of the Tooele City Council Approving a Real Estate Purchase Contract for Land with She Enterprises, LLC

Presented by Mayor Debbie Winn

Mayor Winn presented a real estate purchase contract for land with She Enterprises, LLC located north of the fire station. The City will be installing cameras in this area as well.

Council Member Gochis motioned to approve Resolution 2024-07; A Resolution of the Tooele City Council Approving a Real Estate Purchase Contract for Land with She Enterprises, LLC. Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Public Hearing and Motion on Ordinance 2023-39 An Ordinance of Tooele City Approving a Landmark Site Designation Process for the Preservation of Significant Historic Properties

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented an amendment to Tooele City Code, Chapter 2-9 regarding the landmarks site designation. This item was discussed during the December 13, 2023 meeting. The changes to the proposed ordinance discussed during the last meeting included the age of the structure being 75 years old, property owners will need to submit to be considered, and clarified what kind of property could be considered. To be considered, the property must be submitted and go through the application process.

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

Council Member Hansen motioned to approve Ordinance 2023-39 An Ordinance of Tooele City Approving a Landmark Site Designation Process for the Preservation of Significant Historic Properties. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Subdivision Plat Amendment Request by Richmond American Homes to Amend Lots 237, 238, and 239 of the Drumore at Overlake Phase 2 Subdivision Plat at 12 E Broxburn Way and 1532 N Baen Way in the R1-7 Zoning District

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Subdivision Plat for the property located at 12 E Broxburn Way and 1532 N Baen Way. They are zoned R1-7. The existing Subdivision Plat subdivides three lots. The applicant proposes to straighten out lot 237 and 238. The change in the lot size does not create any non-conformities. The Planning Commission recommends approval.

Council Member Manzione motioned to approve the subdivision plat Request by Richmond American Homes to Amend Lots 237, 238, and 239 of the Drumore at Overlake Phase 2 Subdivision Plat at 12 E Broxburn Way and 1532 N Baen Way in the R1-7 Zoning District. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, “Aye,” Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

11. Invoices & Purchase Orders

There are no invoices to approve.

12. Minutes

There are no changes to the minutes.

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

13. Adjourn

Chairman Brady adjourned the meeting at 7:33pm.

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 February, 2024

Justin Brady, City Council Chair