

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, November 20, 2019, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Room, located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Resolution 2019-78** A Resolution of the Tooele City Council Approving Restatement #1 of a Memorandum of Agreement with the Utah National Guard  
Presented by Roger Baker
6. **Ordinance 2019-26** An Ordinance of Tooele City Amending Tooele City Code Title 5 to Locate Business Licensing Functions in the Community Development Department  
Presented by Roger Baker & Jim Bolser
7. **Ordinance 2019-30** An Ordinance of Tooele City Amending Tooele City Code Chapter 4-15 Regarding Impact Fee Waivers for Affordable Housing  
Presented by Roger Baker
8. **Resolution 2019-80** A Resolution of the Tooele City Council Authorizing the Mayor to Sign a Contract with SKM for Electrical Design, Construction Management, and System Integration Services Associated with Replacement Well House No. 6  
Presented by Paul Hansen
9. **Resolution 2019-81** A Resolution of the Tooele City Council Approving an Agreement with Hales Engineering for an Update of the Tooele City Transportation Master Plan  
Presented by Paul Hansen
10. **Resolution 2019-82** A Resolution of the Tooele City Council Approving an Agreement with England Construction for Completion of the Modified Elton Park Sidewalk Project  
Presented by Paul Hansen
11. **Resolution 2019-83** A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for the Purchase and Installation of New Playground Equipment  
Presented by Darwin Cook
12. **Minutes**
13. **Invoices**
14. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-78**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING RESTATEMENT #1 OF A MEMORANDUM OF AGREEMENT WITH THE UTAH NATIONAL GUARD.**

WHEREAS, the Utah National Guard ("Guard") has a Field Maintenance Shop facility ("Shop") located in the former Administration Area of the Tooele Army Depot ("TEAD"), south of Commander Boulevard, and anticipates constructing in the future a new Readiness Center; and,

WHEREAS, the Shop has received both its culinary and fire suppression water from the TEAD water system because Tooele City's culinary water system did not extend to the Shop or to TEAD; and,

WHEREAS, Tooele City owns and maintains a 12-inch-diameter culinary water line ("City Main") in the State Road 36 right-of-way, the principal purpose of which City Main is to supply water to the Tooele County detention facility ("Jail"); and,

WHEREAS, the City Main is a non-looped, single-feed, dead-end water line, and the City Council and Administration have previously decided, as a matter of policy, not to allow additional culinary water users, other than the Jail, to access the City Main without the looping that would provide a better and more reliable water supply; and,

WHEREAS, the Guard believes the TEAD water supply is inadequate to provide sufficient fire suppression water and indoor culinary water to the Shop and future Readiness Center; and,

WHEREAS, on January 3, 2018, the City Council passed Resolution 2018-10, allowing the Guard to install and connect a 10-inch-diameter water line ("Fire Line") to the City Main in order to provide a sufficient water source for fire suppression for the Shop, pursuant to the terms of a Memorandum of Agreement ("MOA"); and,

WHEREAS, the City allowed the installation of the Fire Line as a City-owned and maintained public improvement, installed by the Guard, for fire suppression purposes only; and,

WHEREAS, the City and the Guard desire to allow a limited culinary water connection to the Fire Line in order to provide city culinary water to the Shop interior, pursuant to the terms of a Restatement #1 to the MOA (attached hereto in redline format as Exhibit A); and,

WHEREAS, the Guard recognizes that the City Main is a non-looped, single-feed, dead-end water line, has expressed its preference to abandon its TEAD culinary water supply for the Shop in favor of city culinary water, and has agreed to release and hold the City harmless in the event of a city culinary water interruption in the City Main; and,

WHEREAS, the presence and use of the Fire Line for fire suppression and limited



indoor culinary water for the Shop and future Readiness Center shall not be deemed to make Tooele City's culinary water supply available to any existing or future occupied properties other than the Jail and the Guard; and,

WHEREAS, as a condition of approval of this Resolution and the Restatement, the Guard will maintain an agreement with TEAD for the provision of a backup fire suppression and irrigation water source, and the Guard shall take all necessary measures to eliminate and prevent cross-connections:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that Restatement #1 to the Memorandum of Agreement between Tooele City and the Utah National Guard (substantially in the form of Exhibit A) is hereby approved, and that the Mayor is hereby authorized to execute the Restatement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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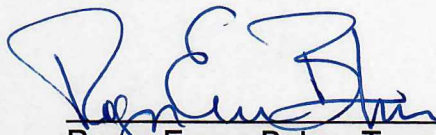
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ATTEST:

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

SEAL

Approved as to form:

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



## Exhibit A

### Restatement #1 to Memorandum of Agreement

RESTATEMENT #1:  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UTAH NATIONAL GUARD  
A STATE AGENCY  
AND  
TOOELE CITY CORPORATION,  
A MUNICIPAL GOVERNMENT

SUBJECT: Agreement for Installation and Use of Fire Line to Support Utah National Guard Field Maintenance Shop, Tooele Utah

1. References.

- a. National Guard Regulation (NGR) 421-1, Real Property Operations, Maintenance and Minor Construction Army National Guard
- b. NGR 5-2, Inter-service/Intergovernmental Support Agreements
- c. NGR 5-1, Grants and Cooperative Agreements
- d. Section 1-03, Intergovernmental Agreements, Amended Tooele City Charter, 2 January 2006

2. Purpose. The purpose of this Restatement #1 of the above-entitled This memorandum of agreement (MOA), originally effective March 8, 2018, is between the Utah National Guard (UTNG) and Tooele City Corporation (City) is to allow limited culinary water use to the existing UTNG Field Maintenance Shop (Shop) and future Readiness Center.

3. Scope. The UTNG proposes to construct and connect a ten-inch diameter (10") water line (Fire Line) from the current and existing City water main line currently running along State Highway 36, south from North of the City to the Tooele County Jail, (~~the~~ City Main) that will supply water, for fire suppression purposes and for Shop and Readiness Center interior culinary water purposes only, to the existing ~~UTNG Field Maintenance~~ Shop located at 1100 East 2<sup>nd</sup> Avenue, former Tooele Army Depot Administration Area, Tooele City, Utah, and the future Readiness Center at the same location. The Fire Line shall be a City owned and maintained public improvement. All portions of the culinary water lateral (Lateral) connecting the Fire Line to the Lateral Meter, including the Lateral Meter, shall be owned and maintained by the City. All portions of the Lateral connecting the Lateral Meters to the Shop and future Readiness Center, shall be owned and maintained by UTNG.

4. Understanding, Agreements, and Support Needs.

a. The UTNG agrees to:

(1) Connect the Fire Line to the City Main at a point designated by the City. To make all connections in accordance with City requirements and current codes.



(2) At UTNG expense, install the Fire Line for fire suppression use ~~only and the Lateral for Shop and Readiness Center interior culinary water use~~. Any other use will violate this MOA.

(3) Install a valve to facilitate flushing of the Fire Line by the City.

(4) Allow the City to access UTNG property to inspect the Fire Line ~~and the Lateral and Lateral Meter~~.

(5) Own and maintain the fire hydrant/s on the Fire Line and allow the City to inspect the hydrant/s.

(6) Secure from third parties all easements needed for the Fire Line.

(7) Ensure that the UTNG's contractor or DFCM provide a payment to the City of \$4,784.02 for the 4% public improvement inspection fee (based on construction cost estimate of \$119,600.48, not including planning, engineering, etc.) prior to the commencement of Fire Line construction.

(8) Ensure that the UTNG's contractor provides a one year warrantee for the installation of the Fire Line and coordinate with the City and the contractor for the end-of-warranty inspection.

(9) Ensure that the UTNG's contractor provides the fire flow test results and Fire Line design drawings and specifications to the City for review and approval, prior to construction of the Fire Line.

(10) Obtain all required permits from the Utah Department of Transportation (UDOT) inasmuch as the City Main is located in a UDOT right-of-way.

(11) Maintain the UTNG's existing ~~Tooele Army Depot water system for fire suppression and landscape watering only, and culinary water connections to the Tooele Army Depot water system as a backup should the Fire Line be out of service, or have insufficient flow, for any reason, both for fire suppression and culinary water purposes. There shall be no cross-connections between the Army Depot water system and the Fire Line and Lateral, and UTNG shall install such devices as are necessary, in the perspective of the City, to protect against cross-connections.~~

(12) Convey ownership of the Fire Line to the City.

(13) Convey a 20-foot wide easement documents to the City for the Fire Line, ~~and for a future water line loop, should Tooele City determine the need in the future.~~

(14) Not expand or add on to the ~~UTNG Field Maintenance~~ Shop without all Shop facilities being sprinkled according to applicable fire codes, in order to increase facility safety and to decrease the demand on the Fire Line and the City's water system. Future Readiness Center will have a fire sprinkler system.

(15) Pay for, install to City specifications, and maintain the Lateral.

(16) Pay for and install to City specifications a water meter for the Lateral (Lateral Meter), including the City's installation inspection fee of \$170. Pay to replace the Lateral Meter in the event of malfunction or damage not caused by the City.

(17) Pay for and install to City specifications, as part of the Lateral, a back-flow preventer with double check-valve assembly.

(18) Release the City from all claims related to allegedly insufficient water from the Fire Line.



(19) Enter into a City utility account contract, and timely pay the City utility billings.

(20) Pay to the City the standard pro-rated culinary water impact fee and water rights fee-in-lieu for culinary water anticipated to be used in the Shop interior, and again when the future Readiness Center is ready for construction.

b. CITY agrees to:

(1) Identify a connection point to the City Main that the UTNG may connect the Fire Line to.

(2) Inspect the Fire Line and installation, backfill, and all other areas for compliance to City codes and regulations.

(3) Provide water ~~to the for fire suppression for the Field Maintenance~~ Shop and future Readiness Center for fire suppression purposes and Shop interior culinary water purposes only. This MOA does not allow for any culinary water use other than for fire suppression and for Shop interior culinary water use.

(4) Manually flush the Fire Line to prevent stagnant water build up. The City will notify the UTNG prior to flushing the line so UTNG maintenance personnel can be on site to observe; however, any City failure to provide notice prior to flushing the Fire Line shall not be considered a breach or default of this MOA.

(5) Not require a performance bond for the construction of the Fire Line.

(6) Own the Fire Line, including the flush valve.

(7) Consistent with the Tooele City Code, not require water rights for any water consumed through the Fire Line for fire suppression or Fire Line maintenance.

5. EFFECTIVE/TERMINATION DATE:

a. This MOA is effective upon signature of all parties.

b. Either party may terminate this MOA with ~~30~~180 days advance written notice to the other party. Termination of this MOA will require the UTNG to disconnect the Fire Line, and of necessity the Lateral, from the City Main.

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
~~Jefferson Burton~~Michael J. Turley  
Major General  
The Adjutant General—Utah National Guard

\_\_\_\_\_  
(Date)

Approved as to form and content:

Fiscal Review:

\_\_\_\_\_  
State Judge Advocate

Approved as to form:

\_\_\_\_\_  
Tooele City Attorney

\_\_\_\_\_  
State Military Department of Utah

TOOELE CITY ATTEST:

\_\_\_\_\_  
Tooele City Recorder

**TOOELE CITY CORPORATION**

**ORDINANCE 2019-26**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TITLE 5 TO LOCATE BUSINESS LICENSING FUNCTIONS IN THE COMMUNITY DEVELOPMENT DEPARTMENT.**

WHEREAS, business licensing is regulated by Title 5 of the Tooele City Code; and,

WHEREAS, the City Administration has relocated business licensing functions from the City Recorder's Office to the Community Development Department; and,

WHEREAS, it is appropriate to amend all provisions of Title 5 referencing the City Recorder's Office to refer instead to the Community Development Department, sometimes in the capacity of Department Director, sometimes in the capacity of a Business Licensing Specialist, and generally in the Department; and,

WHEREAS, it is appropriate to make other minor housekeeping amendments while revising Title 5 as indicated herein; and,

WHEREAS, this ordinance is in the best interest of the City in maintaining operational efficiency in business licensing functions:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Title 5 is hereby amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

Exhibit A

Amendments to Title 5

**TOOELE CITY CORPORATION**

**ORDINANCE 2019-30**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 4-15 REGARDING IMPACT FEE WAIVERS FOR AFFORDABLE HOUSING.**

WHEREAS, UCA Sections 10-3-702 and 10-8-84 empower municipal legislative bodies to pass all ordinances "necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Utah Code Chapter 11-36a and Tooele City Code Chapter 4-15 govern development impact fees, which fees are calculated and intended to mitigate the impact of new growth upon Tooele City system improvements, including water facilities, sewer facilities, police and fire buildings, and park and recreation facilities; and,

WHEREAS, UCA Section 11-36a-403 expressly allows impact fee exemptions for low income housing, although the term "low income housing" is not defined in the chapter; and,

WHEREAS, TCC Section 4-15-5 allows impact fee waivers of up to \$5,000 per dwelling unit for affordable housing, although the term "affordable housing" is not defined in the chapter; and,

WHEREAS, UCA Section 10-9a-403(2)(a)(iii), as amended in 2019 by Senate Bill 34, requires municipalities to adopt a moderate income housing element to the general plan, which element must include at least three affordable housing strategies from a menu of 23, one of which allows municipalities to reduce impact fees related to low and moderate income housing; and,

WHEREAS, on November 6, 2019, the City Council passed Ordinance 2019-28 adopting a revised Tooele City Moderate Income Housing element of the general plan in conformity with Section 10-9a-403, which element incorporates as many as 14 of the 23 codified strategies; and,

WHEREAS, on August 21, 2019, the City Council passed Ordinance 2019-13 allowing for the lawful existence of accessory dwelling units (ADUs), and providing for a 50% reduction in impact fees for ADUs; and,

WHEREAS, the City Administration recommends that the term "affordable housing" be clearly defined so that impact fee waivers are limited to a narrowly and objectively defined cohort of development activity and benefit eligible households over real estate development interests; and,



WHEREAS, the Utah Housing Corporation partners with the Tooele County Housing Authority in obtaining federal low income housing credits to provide affordable housing for households making 60% of the area median income (AMI) or less, through purchase and rent-to-own programs, the success of which are assured through recorded deed restriction documents which address rent controls, sub-market purchase prices, owner/tenant income verification, property maintenance, insurance, and other important program details; and,

WHEREAS, the City Administration recommends the amendment of TCC Section 4-15-1 (Definitions) to assure the effectiveness of the City Council's affordable housing impact fee waiver policy; and,

WHEREAS, Tooele City's current development impact fees for a single-family house are as follows:

- Culinary Water: \$4,609
- Sanitary Sewer: \$2,290
- Parks and Recreation: \$2,168
- Public Safety-Police: \$137.29
- Public Safety-Fire: \$200.59
- **Total: \$9,404.88**

WHEREAS, the City Council desires to provide a greater incentive for the construction of affordable housing by increasing the current impact waiver from \$5,000 per dwelling unit to \$10,000 per dwelling unit, finding that the availability of additional affordable housing to Tooele City residents is in the best interest of the Tooele City community:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 4-15 is hereby amended to read in its entirety as shown in redline in Exhibit A; and,

This Ordinance 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 Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

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_____	_____
_____	_____
_____	_____
_____	_____

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

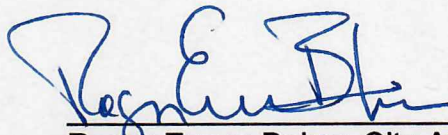
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ATTEST:

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

SEAL

Approved as to Form:

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

# Exhibit A

TCC Chapter 4-15 (Amended)



## Chapter 15. Development Impact Fees

### 4-15-1 Definitions.

### 4-15-2 Assessment of Impact Fees.

### 4-15-3 Exemption from Impact Fees.

### 4-15-4 Credits.

### 4-15-5 Waiver.

### 4-15-6 Appeals.

### 4-15-7 Establishment of Impact Fees Accounts.

### 4-15-8 Refunds.

### 4-15-9 Use of Funds.

### 4-15-10 Independent Fee Calculations.

### 4-15-1 Definitions.

(1) Except as expressly provided in this Section, words and phrases used in this Chapter shall have the meaning given to them in U.C.A. 11-36a-102, as amended (the "Impact Fees Act").

(2) "Eligible affordable housing units" means

(a) Single-family and two-family dwellings that are:

(i) constructed, rented, and sold in partnership with the Tooele County Housing Authority (the "Authority"); and,

(ii) deed restricted, on a form approved by the City Attorney, in such a manner that:

(A) dwellings are available for purchase or rent-to-own only by those purchasers or tenants whose combined household annual gross income per dwelling is verified by an Authority to be 60% or less of the Tooele County area median income;

(B) dwellings are rent-restricted according to a formula established by an Authority based in part on numbers of dwelling unit bedrooms and on tenant incomes;

(C) dwellings are subject to a compliance period of at least 15 years as part of an extended use period of at least 50 years;

(D) dwellings are maintained in good condition;

(E) dwellings are fully insured for hazards and liability;

(F) requires compliance with the terms and covenants of the deed restriction; and,

(G) requires compliance with Section 42 of the Internal Revenue Code, as amended.

(b) Multi-family dwellings that:

(i) are constructed and rented in partnership with an Authority; and,

(ii) are deed restricted, on a form approved by the City Attorney, in such a manner that:

(A) dwellings are available for rent only by tenants whose combined household annual gross income per unit is verified by the Authority to be 60% or less of the Tooele County area median income; and,

(B) dwellings comply with the requirements of subsection (2)(a)(ii)(B)-(G), above.

3. "Eligible public facility" means a structure that is owned or leased by the state of Utah, the Tooele County school district, a charter school, Tooele County, Tooele City, the Tooele City municipal building authority, the Tooele City redevelopment agency, or other similar entity conducting development activity with a broad public purpose.

(Ord. 2012-02, 03-07-2012) (Ord. 2010-04, 02-17-2010)

(Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001)

(Ord. 1996-15, 06-05-1996)

### 4-15-2 Assessment of Impact Fees.

(1) Assessment of Impact Fees.

(a) Culinary Water Impact Fee.

(i) The City shall collect a culinary water impact fee from any applicant seeking a building permit, in the amount of \$4,609 per Equivalent Residential Connection (ERC), as defined in the Culinary Water System Master Plan (January 2012) (impact fee facilities plan).

(ii) The service area for purposes of the culinary water impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's culinary water system. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard culinary water impact fee is contained in the Culinary Water Impact Fee Analysis (February 2012).

(b) Sanitary Sewer Impact Fee.

(i) The City shall collect a sanitary sewer impact fee from any applicant seeking a building permit, as follows:

(A) Residential: the base fee shall be \$2,290 per Equivalent Residential Unit (ERU), as defined in the documents comprising the 2010 Waste Water Capital Facilities Plan (impact fee facilities plan).

(B) Non-residential: as determined under Figure 4.5 (Impact Fee ERU Multipliers) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

(ii) The service area for purposes of the sanitary sewer impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's waste water system. This adjustment may result in



a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard sanitary sewer impact fee is contained in Figure 4.6 (Calculation of Non-Standard Sewer Impact Fee) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

(c) Parks and Recreation Impact Fee.

(i) The City shall collect a parks and recreation impact fee from any applicant seeking a building permit for a new dwelling unit, as follows:

(A) Single-Family Residential: \$2,168 per unit. For purposes of this Section, Single-Family Residential includes detached single-family units and attached single-family units, including townhouses, condominiums, and duplexes.

(B) Multi-Family Residential: \$1,959 per unit. For purposes of this Section, Multi-Family Residential means apartment buildings with three or more units per building.

(ii) The service area for purposes of the park and special purpose recreation facilities impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(d) Public Safety Impact Fee: Fire.

(i) The City shall collect a public safety-fire impact fee from any applicant seeking a building permit for a new building, as follows:

(A) Residential: \$200.59 per dwelling unit.

(B) Non-residential: \$104.67 per 1,000 square-feet of building.

(ii) The service area for purposes of the public safety-fire impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety fire facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-fire impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

(e) Public Safety Impact Fee: Police.

(i) The City shall collect a public safety-police impact fee from any applicant seeking a building permit for a new building, as follows:

(A) Residential: \$137.29 per dwelling unit.

(B) Commercial: \$120.65 per 1,000 square-feet of building.

(C) Industrial: \$9.67 per 1,000 square-feet of building.

(ii) The service area for purposes of the public safety-police impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

(iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety police facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-police impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

(2) Collection. Impact fees shall be collected from the applicant prior to issuing the building permit, using the impact fee in effect on the date of filing a complete application for the building permit.

(3) Adjustment of impact fees. Impact fees may be adjusted at the time the fees are charged, as follows:

(a) to ensure that the impact fees are imposed fairly;

(b) to respond to

(i) unusual circumstances in specific cases;

or,

(ii) a request for a prompt and individualized impact fee review for the development activity of the state or a school district or charter school; and,

(c) if the Building Official determines that a user would create a greater than normal impact on any system improvement.

(4) Existing Buildings.

(a) Where a building alteration or change of use requires a new building permit or a new occupancy permit, and the building alteration or change of use is anticipated to result in increased impacts to City systems and facilities, the applicant shall pay, as a condition of permit approval, additional impact fees corresponding to the increased impacts.

(b) Where a building or use of a building incorporates technologies or processes designed to decrease impacts to City systems and facilities, and those technologies or processes fail or cease to be used, for any reason or to any degree, the City may assess additional impact fees corresponding to the increased impacts resulting from such failure or cessation of use. Such fees shall be invoiced to the building water account through the regular monthly city water bill.

(c) Should any developer undertake development activities such that the ultimate density, intensity, or other impact of the development activity is not revealed to the City, either through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all



units or the total density or intensity within the development, the City shall be entitled to assess an additional impact fee to the development or other appropriate person covering the density or intensity for which an impact fee was not previously paid. Such fees shall be invoiced to the development water account through the regular monthly city water bill.

(d) The Building Official shall determine the extent to which the payment of additional impact fees is required.

(Ord. 2012-02, 03-07-2012) (Ord. 2010-04, 02-17-2010)  
(Ord. 2007-10, 03-21-2007) (Ord. 2001-36, 01-23-2001)  
(Ord. 2001-35, 01-23-2001) (Ord. 1999-36, 12-16-1999)  
(Ord. 1999-10, 4-21-1999) (Ord. 1996-16, 11-20-1996)  
(Ord. 1996-15, 06-05-1996)

#### 4-15-3 Exemptions from Impact Fees.

(1) The following development activities shall be exempt from the payment of all or a portion of the impact fees:

(a) Replacement of a primary structure with a new primary structure of the same use at the same site or lot when such replacement:

(i) does not result in the construction of an additional dwelling unit or a change in use; and,

(ii) does not increase the demand for municipal services or the impact upon system improvements.

(b) Alterations to, or expansion, enlargement, remodeling, rehabilitation, or conversion of, an existing primary structure that does not increase the demand for municipal services or the impact upon system improvements.

(2) The Building Official shall determine whether a particular structure falls within an exemption identified in this Section or any other section. The Building Official shall issue a written determination, stating the basis for the exemption, and which shall be subject to the appeals procedures set forth herein.

(Ord. 2015-16, June 3, 2015) (Ord. 2012-02, 03-07-2012)  
(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)  
(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

#### 4-15-4 Credits.

(1) A developer may be allowed a credit against impact fees for any dedication of or improvement to land or new construction of system improvements provided by the developer, provided that they are (i) identified in the applicable capital facilities plan, (ii) offset the need for a system improvement, and (iii) required by the City as a condition of approving the development activity. Otherwise, no credit may be given.

(2) For each request for a credit, unless otherwise agreed by the City, the fee payer shall retain an appraiser approved by the Building Official to determine the value of the land or construction dedicated.

(3) The fee payer shall pay the cost of the appraisal.

(4) After receiving the appraisal, the Building

Official shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, where applicable, the legal description of the land donated, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating the applicant's agreement to the terms of the letter or certificate, and return such signed document to the Building Official before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within 30 days shall nullify the credit.

(5) Any claim for a credit must be made not later than the time of application for building permit. Any claim not so made shall be deemed waived.

(6) Determinations made by the Building Official pursuant to this section shall be subject to the appeals procedure set forth herein.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)  
(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

#### 4-15-5 Waiver.

(1) The City Council may, but is not required to, waive the imposition of impact fees for:

(a) Construction of **eligible** affordable housing units (up to **\$10,000 per dwelling unit**); or,

(b) Construction of an **eligible public facility**.

(2) **Upon allowing a full or partial waiver under this Section for an eligible public facility, the City Council shall establish one or more sources of funds other than impact fees to pay the amount of impact fees waived for that facility.**

(Ord. 2010-04, 02-17-2010); (Ord. 2001-36, 01-23-2001);  
(Ord. 2001-35, 01-23-2001); (Ord. 96-15, 06-05-96)

#### 4-15-6 Appeals.

(1) A fee payer may appeal the impact fees imposed or other determinations which the Building Official is authorized to make pursuant to this Chapter. However, no appeal shall be permitted unless and until the impact fees at issue have been paid.

(2) Appeals shall be taken within the time constraints identified in U.C.A. Section 11-36a-702, as amended. Appellants shall specify the grounds for the appeal, and deposit the necessary appeal fee, which is set forth in the Tooele City Fee Schedule for appeals of land use decisions.

(3) Appeals shall be filed with the City Recorder. The City Recorder shall fix a time for the hearing of the appeal and give notice to the parties in interest. At the hearing, any party may appear in person or by agent or attorney.

(4) The City Council, or such other body as the City Council shall designate, shall make a decision within 30 days after the appeal is filed. The City Council shall make findings of fact regarding the applicability of the impact fees to a given development activity. The decision of the



City Council shall be final, and may be appealed to the Third Judicial District Court for Tooele County.

(5) Certain impact fee payers may request mediation or arbitration under the state Impact Fees Act, U.C.A. 11-36-101 *et. seq.*, as amended. (Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

#### **4-15-7 Establishment of Impact Fees Accounts.**

(1) The City will establish a separate interest-bearing ledger account for the Impact Fees collected pursuant to this Ordinance and will conform to the accounting requirements provided in the Impact Fees Act. All interest earned on the collection of Impact Fees shall accrue to the benefit of the segregated account. Impact Fees collected prior to the effective date of this Ordinance need not meet the requirements of this Section.

(2) At the end of each fiscal year, the City shall prepare a report on each fund or account generally showing the source and amount of all monies collected, earned, and received by the fund or account and each expenditure from the fund or account.

(3) The City may expend Impact Fees only for system improvements that are (i) public facilities identified in the City's capital facilities plans, and (ii) of the specific public facility type for which the fee was collected. Impact fees will be expended on a first-in first-out basis.

(4) Impact Fees collected pursuant to the requirements of this Ordinance are to be expended, dedicated, or encumbered for a permissible use within six (6) years of the receipt of those funds by the City, except as provided in Subsection (5).

(5) The City may hold previously dedicated or unencumbered fees for longer than six (6) years if it identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six years, and (ii) an absolute date by which the fees will be expended.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

#### **4-15-8 Refunds.**

(1) If the City fails to disburse, expend, or encumber the impact fees within 6 years of when the fees were paid, or such other time periods as justified by an extraordinary or compelling reason, the person who paid the impact fees may request a refund of such fees. In determining whether impact fees have been disbursed, expended, or encumbered, such fees shall be considered disbursed, expended, or encumbered on a first-in, first-out basis.

(2) Persons seeking a refund of impact fees must submit a written request for a refund of the fees to the Building Official within 120 days of the date that the right to claim the refund arises.

(3) Any impact fees for which no application for a refund has been made within this 120 day period shall be

retained by the City and expended on the type of public facilities for which they were collected.

(4) Refunds of impact fees under this section shall include any interest earned on the impact fees.

(5) When the City seeks to terminate any or all components of an impact fee program, any funds not disbursed, expended, or encumbered from any terminated component or components, including interest earned shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination, and the availability of refunds, in a newspaper of general circulation at least 2 times. All funds available for refund shall be retained for a period of 120 days. At the end of the 120 day period, any remaining funds shall be retained by the City, but must be expended on the type of public facilities for which they were collected.

(6) The City shall refund to the current owner of property for which impact fees have been paid all impact fees paid, including interest earned on the impact fees attributable to the particular development activity, within 1 year of the date that a right to claim the refund arises, if (i) the development activity for which the impact fees were imposed did not occur, (ii) no impact resulted, (iii) the impact fees have not been spent or encumbered, and (iv) the owner makes written request for a refund within 120 days of the expiration or abandonment of the permit for development activity.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

#### **4-15-9 Use of Funds.**

(1) Pursuant to this Chapter, impact fees:

(a) shall be used for public facilities that reasonably benefit the new development;

(b) shall not be imposed to make up for deficiencies in public facilities serving existing developments; and,

(c) shall not be used for maintenance or operation of public facilities.

(2) Impact fees may be used to recoup costs of designing, constructing, and acquiring public facilities in anticipation of new growth and development to the extent that the development activity will be served by the previously-constructed improvements or the previously-incurred costs. Impact fees may be used for environmental mitigation.

(3) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of public facilities for which impact fees may be expended, impact fees may be used to pay debt service on such bonds, or similar debt instruments, to the extent that the facilities or improvements provided are consistent with the requirements of this section and are used to serve the development activity.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001) (Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)



#### **4-15-10 Independent Fee Calculations.**

(1) If a fee payer believes that a fee should be charged, different than the impact fees determined according to this Chapter, then the fee payer may prepare and submit to the Building Official an independent fee calculation for the impact fees associated with the development activity for which a Building Permit is sought. The documentation submitted shall contain studies and data showing the basis upon which the independent fee calculation was made. The Building Official is not required to accept any documentation which the Building Official reasonably deems to be inaccurate, unsubstantiated, or unreliable and may require the fee payer to submit additional or different documentation prior to the Building Official's consideration of an independent fee calculation.

(2) Any fee payer submitting an independent fee calculation shall pay an administrative processing fee, per calculation, of \$100.

(3) Based on the information within the Building Official's possession, the Building Official may recommend, and the Mayor is authorized to adjust, the impact fee to the specific characteristics of the development activity, and according to principles of fairness. Such adjustment shall be preceded by written findings justifying the fee.

(4) Determinations made by the Building Official pursuant to this section may be appealed subject to the procedures set forth herein.

(Ord. 2010-04, 02-17-2010) (Ord. 2001-36, 01-23-2001)  
(Ord. 2001-35, 01-23-2001) (Ord. 1996-15, 06-05-1996)

**TOOELE CITY CORPORATION**

**RESOLUTION 2019-80**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH SKM FOR ELECTRICAL DESIGN, CONSTRUCTION MANAGEMENT, AND SYSTEM INTEGRATION SERVICES ASSOCIATED WITH REPLACEMENT WELL HOUSE NO. 6.**

WHEREAS, the City currently operates Well No. 6 as part of the City's culinary water system; and,

WHEREAS, Well No. 6 is currently served by a 2300 Volt electrical system, power being provided by Rocky Mountain Power; and,

WHEREAS, the 2300 Volt power grid is becoming more unstable and more unreliable in terms of uniform power supply; and,

WHEREAS, the deep well pump, motor, and control systems for a 2300 Volt system are becoming more expensive to replace and/or repair, and require significant additional lead time for replacements and repairs; and,

WHEREAS, Rocky Mountain Power has indicated its requirement for all 2300 Volt systems to be phased out, due to the above-mentioned difficulties and costs; and,

WHEREAS, the existing well house is not sufficiently large to accommodate the power conversion requirements to convert to a 480 Volt system, and structural expansion of the existing facility is less cost effective than a full replacement of the well house; and,

WHEREAS, SKM has submitted a cost proposal of Forty-two Thousand Three Hundred Seventy (\$42,370.00) for electrical design, construction management, and system integration services for the new Well 6 Well House (see Cost Proposal letter attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves a contract with SKM in the amount of Forty-two Thousand Three Hundred Seventy Dollars (\$42,370.00) for electrical design, construction management, and system integration services related to the new Well 6 Well House (see contract attached as Exhibit B).

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 \_\_\_\_\_, 2019.



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:

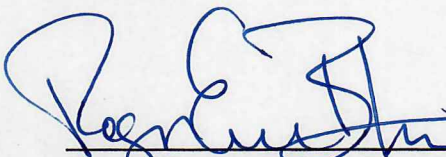
  
\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Cost Proposal Letter



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

## PROJECT PROPOSAL

**DATE:** November 5, 2019  
**TO:** Paul Hansen, Tooele City  
**FROM:** Mark Jeppsen  
**RE:** Tooele Well 6 EI&C Design Proposal REV1  
**CC:**

---

SKM is pleased to provide this proposal to provide consulting services for the electrical and instrumentation design, construction management and integration for the rehabilitation of Tooele City's Well 6. The proposal is broken down into three parts:

1. Assumed Design Criteria
2. Project Tasks / Scope of Work
3. Cost Breakdown

### 1. Assumed Design Criteria

The following assumptions have been made for design criteria in developing the tasks and cost breakdown for this project:

1. We are basing this proposal based upon discussions with Paul Hansen with Tooele City.
2. The well will be a 250HP 480V line shaft motor to be installed in place of the existing 2400V motor.
3. The well house will be demolished and rebuilt.
4. A new RMP transformer will be installed near the site entrance. SKM will coordinate with RMP this new service.
5. The well will be equipped with a VFD that will be provided by EPU.
6. SKM will provide a new PLC panel but will re-use the PLC and power supply components from the existing panel. A new touch screen will be provided.
7. The station will have a magnetic flow meter, flush valve, and tablet chlorination system.
8. The station will have a ventilation system for removal of hot air produced by the motor and VFD. This proposal doesn't include the cost of a chiller system.
9. It is assumed that we will receive an xref AutoCAD file for use in the development of the electrical site plan and building layout.
10. The station will be setup to provide standby power through a manual transfer switch and generator receptacle panel.





## 2. Project Tasks / Scope of Work

### Task #1 – 90% Design

1. Utility Coordination – we will coordinate with the electrical utility the delivery of power to the well house.
2. Instrumentation Drawings – Develop instrument legend, symbols and process & instrumentation diagram (P&ID). Include instrumentation schedule and installation drawings.
3. Electrical Drawings – Develop electrical legend, single line diagram and site plan. Incorporate provisions in the design for SCADA system panel and antenna. Include electrical schematics, conduit development, conduit schedule, electrical calculations, lighting schedule and details.
4. HVAC Drawings – Develop an HVAC design and associated drawings for the well house.
5. Division 26 & 40 specifications for electrical and instrumentation

### Task #2 – 100% Design / Contract Bid Documents

1. Finalize the drawings after 90% submittal by incorporating any comments received from the engineer and City.
2. Develop contract bid documents stamped by a PE for the state of Utah for the electrical and instrumentation portion of the work.
3. Answer questions during the bid phase as needed. Attend the pre-bid meeting. Issue any necessary clarifications/addenda that may be required during the bid phase.

### Task #3 – Construction Management

1. Provide engineering support during construction by doing the following:
  - a. Answer Contractor RFI's
  - b. Review EI&C and HVAC submittals
  - c. Participate in regular construction meetings
  - d. Perform site inspections during construction
  - e. Participate in startup and commissioning activities
  - f. Provide record drawings based on Contractor markups

### Task #4 – System Integration

1. Provide system integration services by doing the following:
  - a. Provide a new PLC control panel (reusing the existing PLC and power supplies) with a new touch screen. Provide shop drawings.
  - b. Program the PLC and touch screen for the new site
  - c. Update the HMI programs for the new site
  - d. Participate in startup and commissioning activities



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

### 3. Cost Breakdown

This project will be performed on a time and materials 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 - \$155/Hour
2. Engineer - \$145/Hour
3. Controls Engineer - \$125/Hour
4. Designer - \$95/Hour
5. Clerical - \$55/Hour

Task Information		Hours of Service Required					Expenses	Cost
Task #	Description	PM / PE	Engineer	Controls Engineer	Designer	Clerical		
1	90% Design	16	32	8	72	4		\$15,180
2	100% Design / Contract Bid Documents	8	16	2	24	2		\$6,200
3	Construction Management	16	16	4	8	4	\$750	\$7,030
4	System Integration	8		60		4	\$5,000	\$13,960

Total Cost: **\$42,370**

- END -

EXHIBIT B

Contract





## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter City), and SKM, (hereinafter Contractor) enter into this Agreement on the \_\_\_ day of \_\_\_\_\_, 2019 (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 consulting services for the electrical and instrumentation design, construction management and integration for the rehabilitation of Tooele City's Well 6, as outlined in the attached Proposal dated November 5, 2019 (Exhibit A).
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. Not to Exceed Contract. This Agreement is a Not to Exceed Contract. The City shall pay the Contractor the not to exceed sum of Forty Two Thousand Three Hundred Seventy Dollars (\$42,370.00) for fully performing the Services, pursuant to invoice.
  - b. Rate. The contract Rate includes all costs and expenses associated with the provision of the Services, as included within the November 5, 2019 cost proposal.
  - 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 **January 31, 2020**
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.
3. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
  8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
  9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated herein.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

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

Attest:

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

SEAL

Approved as to form:

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





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

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

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

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

**CHECK APPLICABLE BOX:**

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

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

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

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

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

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

\_\_\_\_\_  
Date



**TOOELE CITY CORPORATION**

**RESOLUTION 2019-81**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HALES ENGINEERING FOR AN UPDATE OF THE TOOELE CITY TRANSPORTATION MASTER PLAN.**

WHEREAS, Tooele City continues to experience growth in all aspects of development, including residential, commercial, and industrial development; and,

WHEREAS, in order to meet the additional transportation demands of new growth, it is necessary to perform an update ("Update") to the current Tooele City Transportation Master Plan; and,

WHEREAS, the City has previously retained the engineering firm of Hales Engineering to provide transportation planning services for the City; and,

WHEREAS, Hales Engineering has submitted a cost proposal of Seventy-eight Thousand Two Hundred Dollars (\$78,200) to perform the Update; and,

WHEREAS, the scope and services of the Update are as described in the attached Proposal dated October 22, 2019 (Exhibit "A"); and,

WHEREAS, the Update will be paid for using revenue from the Transportation Road "C" fund, as the Update will study class "C" road needs in relationship to each other and to county and state roads:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with Hales Engineering in the amount of Seventy-eight Thousand Two Hundred Dollars (\$78,200) to perform the Transportation Master Plan Update requested by the City (see the agreement attached as Exhibit "B").

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 \_\_\_\_\_, 2019.



TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)


_____	_____
-------	-------

ATTEST:

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

SEAL

Approved as to Form:

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

# Exhibit A

## Update Proposal



**HALES ENGINEERING**  
innovative transportation solutions

The Project Manager and primary contact for this project will be:

Ryan Hales, PE, PTOE, AICP  
Hales Engineering  
1220 North 500 West, Suite 202  
Lehi, Utah 84043  
[ryan@halesengineering.com](mailto:ryan@halesengineering.com)  
o. 801.766.4343 c. 801.400.1959  
[www.halesengineering.com](http://www.halesengineering.com)

**Hales Engineering** specializes in providing transportation planning and traffic engineering services to clients in the public and private sectors. Importance is placed on developing creative, cost-effective, and technically sound solutions to planning and design problems associated with all modes of transportation.

Over the last 23 years the professional staff has developed a considerable reputation in the transportation planning and traffic engineering field. Our commitment to quality and personal service is evidenced in our substantial number of repeat clients.

Recent projects have included the transportation master plans for South Jordan, Bluffdale, Provo, Lehi, Weber County, and Twin Falls, as well as sub-area master plans and area plans for large-scale developments such as Pleasant View, Riverton, Daybreak, Micron, the Geneva Steel Redevelopment site, and several TOD developments. Hales Engineering is a respected consultant of UDOT, UTA, WFRC and MAG.

## Personnel

Hales Engineering provides an experienced and capable team ready and available to complete a Transportation Master Plan for Tooele City.

The Hales Engineering Team is very capable of completing this project because it has skilled professionals with extensive knowledge in transportation master planning, roadway design, travel demand modeling, and safety analysis.

The Hales Engineering Team has completed numerous transportation master plans and other planning studies in Utah. The team is able to conduct master plans because it has the necessary resources and capabilities:

- Professional staff (traffic engineers, planners, designers, GIS technicians, safety experts).
- Software and expertise (travel demand model, traffic simulation, ArcGIS)
- Time (Hales Engineering just finalized work on the South Jordan transportation master plan and will have the availability to commit time to meet the project deadlines).

Throughout the process, from the kick-off meeting and data collection, to adoption of the plan, the Hales Engineering Team will provide valuable insight to City staff on the appropriate approach to ensure that a comprehensive plan is developed.



The Hales Engineering Team will use its local knowledge and technical expertise to ensure that context-sensitive solutions are provided. Tooele is at a critical point where the City is growing while there is still a need to maintain the unique history and character

1 of 8



of the City. The Hales Engineering Team will work tirelessly to update the transportation plan that can accommodate the needs of all users in a fiscally responsible manner.

### Firm Capability & Staff Qualifications

The Hales Engineering Team is comprised of the expert transportation professionals and is readily available to begin work on the Tooele City Transportation Master Plan. The Team consists of transportation planners, traffic engineers, civil engineers, and safety experts.

**The goal of the Hales Engineering Team is to prepare a Transportation Master Plan, that will guide Tooele's transportation investments into the foreseeable future.**

The following sections discuss the qualifications of the staff at Hales Engineering, their primary role, and qualifications.

#### **Ryan Hales, P.E., PTOE, AICP – Project Manager**

Ryan is the Principal / Owner of Hales Engineering. Ryan is registered as a



professional engineer, a professional traffic operations engineer, and as a certified planner. Ryan has managed a variety of transportation projects in the

areas of transportation planning and traffic operations, including **transportation master plans (17)**, parking studies, interchange

justification / modification reports, freeway and interchange operational analyses, access management studies, Environmental Impact Statements (EIS), Environmental Assessments (EA), and Categorical Exclusions (Cat-Ex). His work on The Cairns in Sandy, was instrumental to creating a successful transportation network to service the short- and long-term needs of the City based on the redevelopment of an 800-acre area. Improvements included a better transportation grid network, an I-15 collector / distributor (C/D) system, braided ramps, a new diverging diamond interchange (DDI), and two lane imbalanced reciprocal arterials. Ryan has a B.S. and M.S. in Civil Engineering from Brigham Young University. Ryan completed a three-year appointment to a planning commission, which has provided him with valuable first-hand knowledge of local governmental concerns/needs in relation to the growing multi-modal aspects of transportation demand.

*Ryan will manage this master plan ensuring it is completed on time and within budget, as well as perform Quality Assurance (QA).*



**Jeremy Searle, P.E., PTOE –  
Transportation Master Plan Lead**

Jeremy is a transportation engineer/planner at Hales Engineering. Jeremy has played an integral part in completing hundreds of transportation planning and engineering studies in Utah and the surrounding region over the past seven years.



Jeremy is also an expert in traffic engineering and analysis including micro-simulation using Synchro/SimTraffic and VISSIM.

Recently, Jeremy was instrumental in the completion of the traffic analysis for the I-80 / State Street EIS. He used VISSIM software to evaluate existing and future conditions, as well as over 25 different alternatives. All of this was completed on time and under budget. Jeremy currently serves on a planning commission in Utah and understands the complex relationship between land use and transportation. Jeremy has a B.S. and M.S. in Civil Engineering, as well as a B.S. in Urban and Rural Planning from Brigham Young University.

*Jeremy will oversee the day-to-day work on this project and serve as the lead planner and provide quality control (QC) and appropriate review on all work products.*

**Scott Johnson, P.E., PTOE –  
Traffic Engineer**

Scott is a traffic engineer at Hales Engineering. He received his Bachelor and Master of Science degrees in civil engineering from Brigham Young University

(BYU) in 2010 and 2012. His research at BYU was in the area of highway safety and the identification of crash “hotspots” on Utah



roadways. Scott played an integral role in the traffic micro-simulation analysis for the Provo Orem Transportation Improvement Project. Scott has also completed the

microsimulation and analysis for numerous traffic impact studies around the state. Scott, along with Hales Engineering, currently functions as UDOT’s Traffic Studies Engineer, and OSR Engineer. Scott assists in the review process, and attends field reviews for all UDOT traffic studies and OSRs.

*Scott will assist with the traffic analysis elements of the Tooele Transportation Master Plan.*

**Josh Gibbons, EIT –  
Traffic Engineer**

Josh is a traffic engineer at Hales Engineering. He received his Bachelor and Master of Science degrees in civil engineering from Brigham Young University (BYU) in 2017 and 2018. Josh has had extensive research



experience in the field of transportation engineering. He worked as a safety research assistant for three years while

3 of 8



attending school. For his master's thesis research, Josh worked with UDOT Traffic and Safety to research intersection safety and develop tools to find hotspots on Utah roadways. With Hales Engineering, Josh has also worked with UDOT Region 2 to create a Project Prioritization tool. He conducted research to determine various criteria for project prioritization to develop the tool.

*Josh will assist with the transportation planning and traffic analysis elements of the Tooele Transportation Master Plan.*

## Project Approach

### Overview of Work to Be Performed

Hales Engineering has developed a scope of work that we feel fits the City's needs and provides a valuable update to the transportation master plan.

The goal of the Hales Engineering Team is to provide a Transportation Master Plan that provides a solid foundation for future improvements in the City. The master plan will guide the City in preserving the necessary right-of-way and constructing the appropriate cross sections as development continues.

The Hales Engineering Team has experts in transportation analysis and travel demand modelling to analyze existing conditions and to develop future traffic volumes. This effort will be based on historical growth, population and development projections, and the City's land use plan, and supplemented with the Tooele Valley Travel Demand Model completed by the WFRC. The two most critical elements of developing future traffic volumes are the roadway network (existing and proposed) and land use assumptions. The Team's staff include planners, and former and current planning commissioners

that understand the important connection between land use and transportation.

The future traffic volumes will be used to formulate the prioritized list of roadway improvements necessary to maintain acceptable levels of service through the City.

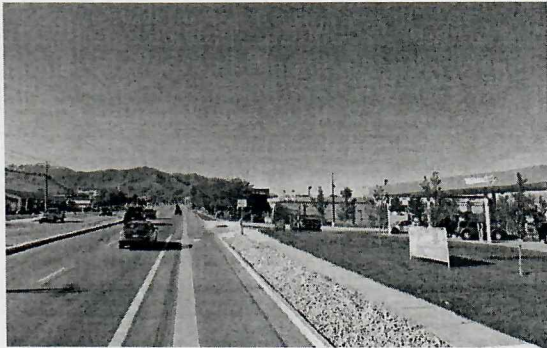


The project deliverables will be completed on time and within budget. Project data such as traffic counts, maps, GIS shapefiles, and other important documentation will be provided for the City's use in the future. The Hales Engineering Team looks forward to assisting Tooele City with the successful completion of this plan.



### **Task 1 – Project Kick-off and Coordination**

Hales Engineering will hold a project kick-off meeting with Tooele City staff to discuss the project, areas of emphasis, and future plans in and around the City. The kick-off meeting will help determine the direction of the transportation master plan.



Ryan Hales, as the consultant project manager, will coordinate with the project team, including City staff as the project progresses to ensure the project is kept on schedule and budget. Ryan has managed numerous Transportation Master Plans and other types of complex transportation projects, and is very skilled at coordinating various efforts and different specialties.

Ryan and the Hales Engineering staff will ensure that deadlines are clearly defined and met by the project team, and that information needed by City staff is provided promptly.

**Key Task 1 Outcome:**

Kick-off meeting and effective project management and coordination for the duration of the project.

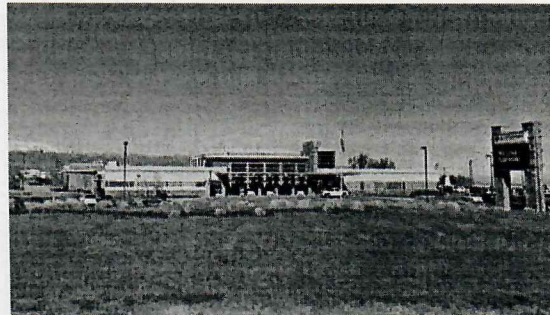
### **Task 2 – Data Collection**

Existing traffic data will be collected and reviewed and needs for additional data collection will be identified. Traffic data from existing UDOT Automatic Traffic Recorders (ATR), the UDOT Signal Performance Metrics website, Tooele City data, and previous studies will be used to supplement the data collection efforts. In addition, Hales Engineering will collect peak hour turning movement counts at 4 locations (including pedestrian & bicycle counts), and 24-hour tube counts at up to 4 locations (including classification counts). These counts will be used to assess the existing conditions and for use in developing future traffic volumes.

In addition, the Hales Engineering Team will gather and compile land use, economic, and future growth data from Tooele City.

**Key Task 2 Outcome:**

Gather & collect traffic, and pedestrian data in Tooele City. Compile land use, economic, and future growth data.

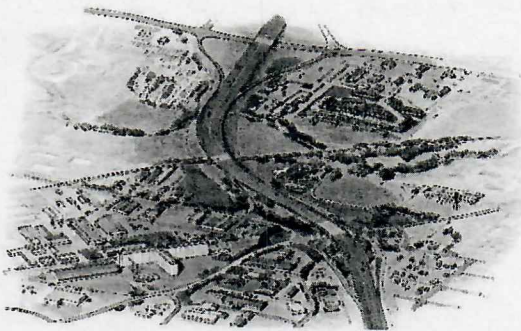




**Task 3 – Model and Develop Future Traffic Volumes**

Using the data gathered and compiled in Task 2, future traffic volumes will be developed. The Hales Engineering Team will evaluate the existing traffic volumes, historical growth, population projections, and projected land use growth in the Tooele area. Using this analysis & data, traffic volumes for a future 2040 horizon will be developed.

**Key Task 3 Outcome:**  
Create a future 2040 horizon year traffic volume map for Tooele City. The future traffic volumes will be provided in GIS format.



*In order to maximize the utility of this TMP, both Phases 2 and 3, should be completed concurrently, if at all possible.*

**Task 4 – Identify Future Capacity Deficiencies**

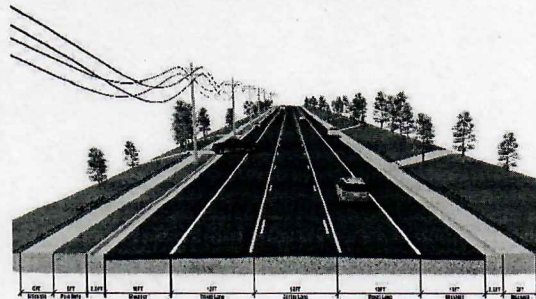
Using the future volumes developed in Task 3, the future 2050 traffic volumes will be used to analyze travel patterns in Tooele.

From this analysis, an inventory of locations / roadways with future capacity deficiencies will be created. Roadways and intersections operating at LOS E or F are assumed to have capacity deficiencies. Using this information, future improvements and necessary right-of-way can be identified and planned / preserved.

**Key Task 4 Outcome:**  
Develop an inventory of future capacity and ROW needs broken down by horizon year.

**Task 5 – Review City Street Classifications & Cross Sections**

Street classification determines design, access, function, speed, and many other characteristics of the roadway. Existing street classifications and cross sections will be reviewed and recommendations for necessary updates based on the capacity needs and the operational characteristics of each roadway will be identified.



Roads that need to be reclassified or added to the classification map will be specifically identified. A classification table will be provided to help City officials and residents understand the street classification system, and to help the Engineering Department in future decision making. This table will identify ADT ranges, speed limits, asphalt width, and total right-of-way width.



**Key Task 5 Outcome:**

Review & update street classification map and cross sections.

**Task 6 – Update Transportation Master Plan for Outlying Areas**

The Hales Engineering Team will work closely with the City to plan the future roadway network and connections in the outlying areas of Tooele. The downtown core is well established and planned with a grid system. The goal of this task will be to continue the grid network as is feasible. This will provide a connected system that will disperse traffic and increase mobility.

**Key Task 6 Outcome:**

Update the Transportation network in the outlying areas of Tooele.

**Task 7 – Identify Transportation Improvement Projects**

The Hales Engineering Team will evaluate the existing transportation system and available modes. Good connectivity, access management, and complete street methodologies will be incorporated into the Plan. In addition, the interaction between existing streets, and state roads will be evaluated.

The capacity deficiency analysis created in Task 4 will be used to identify transportation improvement projects that will be needed in the future. A prioritized list of improvements will be provided to ensure operations on roadways and intersections at LOS D or better. Improvement prioritization will be

based on a traffic operations demand, and when the improvements will be needed most. Potential improvements may include roadway widening, right-of-way preservation, dedicated turn lanes at intersections, new roadways, and intersection control improvements such as roundabouts or signals. All recommendations will be aimed at optimizing the system by providing the most cost-effective treatment. Recommendations and resulting LOS will be presented in maps and tables for easy reference and review. These projects will be broken down by horizon year.

**Key Task 7 Outcomes:**

Develop a prioritized list of transportation improvement projects needed to address capacity deficiencies.

**Task 8 – Provide Traffic Calming Guidance**

The Hales Engineering Team will identify the most appropriate forms of traffic calming to use within Tooele City limits that are not located on primary emergency response routes, and do not interfere with first responders.

**Key Task 8 Outcome:**

Provide traffic calming guidance for implementation on non-primary response routes

**Task 9 – Compilation of Final Product**

The Hales Engineering Team will compile and finalize the Tooele Transportation Master Plan for review by City staff.

After careful review by City staff, appointed and elected officials, and the project team,

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the Hales Engineering Team will compile the results, deliverables and recommendations developed from the previous tasks to create the final Tooele City Transportation Master Plan. This comprehensive plan will include a wide variety of necessary transportation planning items including analysis of existing and future traffic conditions, proposed future transportation improvement projects and cost estimates, street classifications and cross sections, identification of future transportation projects, and recommendations.

**Key Task 9 Outcome:**

Compile final plan and all of the associated components in a clean, easy to use, product.

Planning Commission (1 meeting), and with the City Council (1 meeting).

We are excited to work with you to help guide the Tooele City's transportation system into the future. Please feel free to contact us with any questions or comments.



**Deliverables**

Deliverables will be submitted to the City upon completion of all tasks and after thorough review. All data collected and useful reference information will also be provided. GIS shapefiles of the future traffic volumes, all maps, and roadway classifications will be provided.

The Hales Engineering Team has developed the scope of work and outcomes found in this proposal based on our conversations with you. However, **the scope, schedule and budget are negotiable to fit the City's needs.** The Hales Engineering Team wants to provide the best product possible for the City.

**Cost**

The cost to complete the associated tasks for this study will be: \$78,200 including all the necessary data collection, travel demand modeling / forecasting, evaluations, and meetings with the steering committee (3 meetings), adoption meetings with the



**Exhibit B**

**Agreement**



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Hales Engineering of 1220 North 500 West, Suite 202, Lehi, Utah 84043, a Corporation, (hereinafter "Contractor") enter into this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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:  
  
Preparation of a Transportation Master Plan Update as outlined in the attached letter proposal submitted October 22, 2019
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 Seventy Eight Thousand Two Hundred Dollars (\$78,200.00) 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 31, 2020
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

\_\_\_\_\_  
Signature

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

Attest:

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

SEAL

Approved as to form:

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

(Revised 05/24/2017)



**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 2019-82**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ENGLAND CONSTRUCTION FOR COMPLETION OF THE MODIFIED ELTON PARK SIDEWALK PROJECT.**

WHEREAS, Tooele City Elton Park is a public use facility which includes playgrounds, ball fields, pickle ball courts, open space, picnic areas, and other amenities; and,

WHEREAS, Elton Park currently does not have a public sidewalk or any improved walking path along Broadway Street or Seventh Street, west and east of the park; and,

WHEREAS, the City Administration proposes to install additional sections of sidewalk, which will provide a complete walking path around the perimeter of Elton Park and at the same time address safety concerns with the public walking in the street, the project being called the Modified Elton Park Sidewalk Project ; and,

WHEREAS, England Construction has submitted a bid of Sixty-seven Thousand Six Hundred Seventy-five Dollars (\$67,675.00) for the Project (see the Bid Documents attached as Exhibit "A"); and,

WHEREAS, the Project will be paid for using revenue from the City PAR tax (Parks, Arts, and Recreation):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with England Construction in the amount of Sixty-seven Thousand Six Hundred Seventy-five Dollars (\$67,675.00) to complete the Modified Elton Park Sidewalk Project (see the agreement attached as Exhibit "B").

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 \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

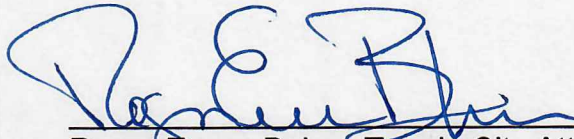
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ATTEST:

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

SEAL

Approved as to Form:



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



**Exhibit A**

**Bid Schedule**

DOCUMENT 00 43 00

BID SCHEDULE

**PART 1 GENERAL**

**1.1 DOCUMENT INCLUDES**

- A. Price schedules.
- B. Measurement and payment provisions.

**1.2 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as:

**Modified Elton Park Sidewalk Project**

**1.3 REFERENCES**

- A. APWA 01290: Payment Procedures.
- B. Short form Agreement

**1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT**

- A. This document will be added to the Agreement by reference.

**PART 2 PRICE SCHEDULES**

**2.1 BID**

Modified Elton Park Sidewalk Project, Complete

\$ 67,075



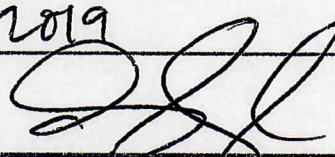
**PART 3 MEASUREMENT AND PAYMENT**

**3.1 Furnish and Install 6-foot Integral Sidewalk, Complete**

- A. **METHOD OF MEASUREMENT.** Furnish and Install 6-foot Integral Sidewalk, 5-foot Sidewalk, and 4-foot Park Strip Complete, shall not be measured.
  
- B. **BASIS OF PAYMENT.** Work completed under this bid item shall be paid for at the contract lump sum bid price listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to mobilization; permits; traffic control; removal and disposal of sod and excess soil; furnish and installation of concrete forms, base, and concrete; compaction, finish, curing, protection and all other operations and materials required to complete installation of the sidewalk and park strip filler as herein described and as shown on the drawings. Payment shall also include third party testing of all concrete and soils in accordance with APWA standards.

**3.2 Bidder's Subscription**

The BIDDER acknowledges that the OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect conditions encountered during installation of improvements and based upon available budget.

- A. Date: 11/4/2019
  
- B. Bidder's Signature: 
  
- C. Please print Bidder's name here: Duston England

RETURN WITH BID DOCUMENTS

- D. Title: Manager
- E. Address: 202 S. Val Vista Dr., Toole, VT 05474
- F. Phone No: 802-848-1191
- G. E-Mail: justin@englandconstructionllc.com

END OF DOCUMENT



**Exhibit B**

**Agreement**



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and England Construction of 202 South Val Vista Drive, Tooele, Utah, a Corporation, (hereinafter "Contractor") enter into this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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 for the Modified Elton Park Sidewalk Project:  
  
Furnish and Install Approximately 5,600 square feet of 6' sidewalk along the western and eastern perimeters of Elton Park, an approximate 250 square feet of 5' connecting sidewalk from Broadway Avenue to the playground, and the installation of approximately 1,600 square feet of 4' wide concrete filler to be placed within the existing park strips along 400 North.
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 Sixty Seven Thousand Six Hundred Seventy Five Dollars (\$67,675.00) 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, 2020
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
  8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
  9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

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

Attest:

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

SEAL

Approved as to form:

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





**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 2019-83**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIG T RECREATION FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT.**

WHEREAS, for patron safety and risk management purposes, it is necessary from time to time for the City to retire old, outdated, and broken playground equipment; and,

WHEREAS, the City Administration desires to purchase new playground equipment for Parker's Park and Gleneagles Park, which are in need of new equipment; and,

WHEREAS, Bit T Recreation has submitted a cost proposal of \$202,112 for delivery and installation of the new playground equipment (see the cost proposal attached as Exhibit A); and,

WHEREAS, it is in the best interest of the public and of the City to have safe, functioning playground equipment in the City's parks:

This Resolution is in the best interest of the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TOOELE CITY COUNCIL

(For)

(Against)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

ATTEST:

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

SEAL

Approved as to Form:

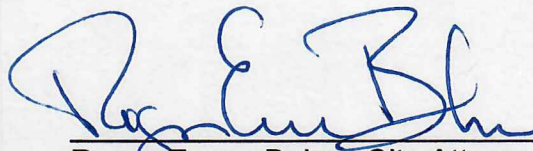
  
\_\_\_\_\_  
Roger Evans Baker, City Attorney



Exhibit A

Cost Proposal



Big T Recreation  
 11618 S. State St #1602  
 Draper, UT 84020  
 801-572-0782  
 taft@bigtrec.com

**QUOTE**

Date	Quote #
11/06/2019	10948
Exp. Date	
	12/31/2019

Shipping Address
Tooele City 90 N Main Tooele, UT 84074

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Parkers Park and Gleneagle Park are available for purchase via Utah State Contract MA2568			
Structure	Parkers Park Design by Playworld - Design 19-2687A  Includes Playground, Installation, Shipping and Wood Fiber  • Modern and new play option for the community • "Branch Out" tree themed main structure • Zoom trax zip Line • Large Cone Spinner	1	134,925.00	134,925.00
Structure	Gleneagle Park Design by Playworld - Design 19-2686A  Includes Playground, Installation, Shipping and Wood Fiber  • Main Structure with Timber Stacks Playground play functionally linked • Double Bay Swing Set • Play cube Climber	1	72,187.00	72,187.00
Discount	Free Freight for Multiple Project Order	1	-5,000.00	-5,000.00
			<b>SUBTOTAL</b>	
			<b>TAX</b>	
			<b>TOTAL</b>	<b>\$202,112.00</b>

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



**Exhibit B**

**Agreement**



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Big T Recreation of 11618 S. State Str. #1602, Draper, Utah 84020, a(n) [individual/company type], (hereinafter "Contractor") enter into this Agreement on the 20 day of November, 2019 (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:  
  
Parkers Park playground design by Playworld (Design 19-2687A). This includes playground, installation, shipping and wood fibers.  
  
Gleaneagles Park playground design by Playworld (Design 19-2686A). This includes playground, installation, shipping and wood fibers.
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 \$ 202,112.00 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 April, 15, 2020 .
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage 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. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.
  8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
  9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

\_\_\_\_\_  
Signature

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

Attest:

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

SEAL

Approved as to form:

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

(Revised 05/24/2017)





## 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 Council  
Business Meeting Minutes**

**Date:** Wednesday, November 6, 2019

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

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

**City Council Members Present:**

Brad Pratt

Melodi Gochis

Steve Pruden

Dave McCall

Scott Wardle

**City Employees Present:**

Jim Bolser, Community Development Director

Chief Ron Kirby, Police Department

Roger Baker, City Attorney

Steve Evans, Public Works Director

Darwin Cook, Parks Department Director

Paul Hansen, City Engineer

Michelle Pitt, City Recorder

Cylee Pressley, Deputy Recorder

Minutes prepared by Kelly Odermott

Chairman Pruden called the meeting to order at 7:01 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Pratt.

**2. Roll Call**

Steve Pruden, Present

Brad Pratt, Present

Melodi Gochis, Present

Dave McCall, Present

Scott Wardle, Present

Chairman Pruden congratulated the preliminary winners of the City Municipal election, Justin Brady, Ed Hansen, and Dave McCall.

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

Presented by Mayor Winn, Stacy Smart, Communities that Care Coordinator, and Chief Ron Kirby.

Mayor Winn welcomed visitors for the Mayor's Youth Awards and introduced Tooele City Chief Ron Kirby and thanked him for his collaboration. Ms. Smart highlighted Communities That Care Programs including Second Step, QPR, and Guiding Good Choices.

Ms. Smart, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Cole Odermott
- Liddie Bunton
- William Beamish III

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

Chairman Pruden invited comments from the public, there were none.

Chairman Pruden closed the public comment period.

#### **5. Public Hearing and Motion on Ordinance 2019-28 An Ordinance of the Tooele City Council Amending the Moderate Income Housing Element of the Tooele City General Plan.**

Presented by Jim Bolser

Mr. Bolser stated in December of 2018, the Council adopted a comprehensive revision to the Moderate Income Housing Plan, which is an element of the General Plan. Since the adoption, during the last General Session of Utah State Legislature, Senate Bill 34 was adopted regarding Moderate Income Housing Plans. The Bill set a number of parameters in place for cities to follow in the preparation and revision of Moderate Income Housing Plans. Many of the revisions made in 2018 complied with Senate Bill 34, with the exception of one item. The new required piece is the identification of various strategies that the City either has in place or is working towards to address the moderate income housing issue. The legislation identified 23 or more different strategies that were potential for identification by cities into the Moderate Income Housing Plans and required a minimum of three to be adopted by the City. Staff reviewed the plan and found that the City already complied with seven of the strategies, more than twice what is required by the State Bill, and likely several more.

Mr. Bolser stated that the amendment does nothing to the body of the Moderate Income Housing Plan, but adds the strategies to the end of the Plan. The City is exceeding and compliant with the State law to include the strategies and is asking for Council adoption to submit the Moderate Income Housing Plan to the State by the December 1, 2019 deadline. The Planning Commission has reviewed this and forwarded a unanimous positive recommendation.



Chairman Pruden asked the Council if there were any questions or comments.

Chairman Pruden thanked the City staff for all their work on getting the work done and incompliance. Mr Bolser thanked the staff and Council for all the support and work who have contributed to the Moderate Income Housing Plan.

Chairman Pruden opened the public hearing for comment, there were no comments.  
Chairman Pruden closed the hearing.

**Council Member Wardle motioned to approve Ordinance-28.** Council Member Pratt seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

**6. Subdivision Preliminary Plan for Mountain Valley Townhomes by Matt Carter for 44 Townhome Lots on 4.1 Acres Located at Approximately 750 North 100 East in the MR-16 Multi-Family Residential Zoning District.**

Presented by Jim Bolser

Mr. Bolser showed an aerial map of the property that is directly behind Lucky's Grocery and the Cal Ranch area. This is an undeveloped area which the Council adopted a Zoning Map Amendment to the MR-16 Multi-Family Residential Zone. This is for 44 townhome units on this property with the inclusion of open space. The roads within the development will be private and maintained by the developer. There is a large property on the southwest corner of the project surrounding an existing home. That home is owned and occupied by the owner of the development. The design has been laid out in compliance with the MR-16 Multi-Family Residential zone. The Planning Commission has reviewed this item and forward a unanimous positive recommendation.

Chairman Pruden asked the Council if there were questions, there were none.

**Council Member McCall motioned to approve the Subdivision Preliminary Plan for Mountain alley Townhomes by Matt Carter for 44 Townhome Lots.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

**7. Subdivision Preliminary Plan for the Golf Course View Subdivision a 13-Lot Subdivision on 5.8 Acres Located at 1366 Smelter Road n the R1-7 Residential Zoning District.**

Presented by Jim Bolser

Mr. Bolser showed an aerial map of the property which is located on the northeast corner of the City's golf course. There is one existing home that will remain on the property. The property is

zoned R1-7 Residential, as are the properties that surround it. Around the north and east sides of the property the land is unincorporated Tooele County. This is a 13-lot cul-de-sac that will come off of Smelter Road. The lot sizes and layout exceed the City requirements for R-17 Residential zoning. Mr. Bolser stated that there are three elements of note for this project. There will be an open space for storm water detention. There will be an easement for a water main line connection that will wind through the golf course and connect with Droubay Road to provide this project and the homes along Smelter Road with a looped water line to better provide fire protection and culinary water. There will be a sewer easement that the developer is providing to the City, so at such time the City decides to do improvements on the golf course, the City will have a line in place, to not tear through yards and property. These items have been agreed to by the City and the developer. The Planning Commission has reviewed this and forwarded a unanimous positive recommendation.

Chairman Pruden asked if there were any questions or comments from Council.

Chairman Pruden asked about the storm water detention and if it will have a berm. Also, who will be responsible for that property. Mr. Hansen stated that there will be berm on the northside, but there will also be an overflow design that will take excess storm water back out to the street. Part of the final plat is that City take over the detention pond and the City has been working with the developer to determine the best interest. There will be a landscape plan that will be coordinated with the golf course and public works to determine responsibility. Chairman Pruden asked if there will be accessibility to the golf course. Mr. Hansen stated that it has not been discussed, but likely there will not for general public purposes. Chairman Pruden stated that maybe for planning if there was a gate from the golf course to the detention pond. Mr. Hansen stated there will be maintenance access.

**Council Member Pratt motioned to approve the Subdivision Preliminary Plan for the Golf Course Via Subdivision for 13 Lots.** Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

8. **Subdivision Preliminary Plan for the England Ridge Subdivision by Garlington Development, LLC, an 87-Lot Subdivision on 22.3 Acres Located at Approximately 810 North 520 East in the R1-7 Residential Zoning District.**

Presented by Jim Bolser

Mr. Bolser showed an aerial of the property that is immediately east of England Acres Park and Seventh Street. The zoning is R1-7 Residential. This is a fairly straightforward subdivision plat. It will require the improvements of their side 520 East. It will require a detention basin in the northwest corner for storm water runoff. There is a corridor on the north side of the property that is part of the Middle Canyon drainage channel. That is outside of the project, but it does have



certain implications for the properties that abut next to the drainage. In working with the developer the project has been identified on the plat, that each property will need to obtain FEMA documentation prior to sale and development. The Planning Commission has reviewed this application and forwarded a unanimous positive recommendation.

Chairman Pruden asked if there were questions or comments from Council.

Chairman Pruden stated he had the same questions about the water detention pond as in the prior item. Mr. Bolser stated that this pond will be privately maintained and will be identified in the final platting. There has been discussion of the potential of sharing water detention in England Acres Park, but at this time the application is a standalone application as it pertains to storm water detention.

**Council Member McCall motioned to approve the Subdivision Preliminary Plan for the England Ridge Subdivision by Garlington Development, LLC, for 87 Lots.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

9. **Resolution 2019-76 A Resolution of Tooele City Council Approving a Service and Maintenance Agreement with Huber Technology, Inc, to Repair and Maintain the Solar Drying Equipment at the City Water Reclamation Facility.**

Presented by Steve Evans

Mr. Evans stated that the water reclamation facility has a state of the art greenhouse drying bed that has declined in its process and age. This contract will help get Huber, that is experienced to repair the greenhouse. The contract is for \$7,400 a year and is a five year contract. Included with the contract is \$13,180.83 for parts for the presses. The presses have exceeded shelf life. With the contract it includes the gear motors, wipers, baskets, augers, cleaning cycles, chains, and drive sprockets.

Chairman Pruden asked the Council if there were any questions or comments.

Chairman Pruden recommended to the newly elected Council Members that they schedule a time with Mr. Evans to go tour the facility. It is critical that the Council Members understand the facility.

**Council Member Pratt motioned to approve resolution 2019-76.** Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

10. **Minutes**

Chairman Pruden asked if the Council if there were any comments or questions, there were none.

**Council Member Gochis motioned to approve minutes from the City Council October 16, 2019.** Council Member McCall seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

## **11. Approval of Invoices**

Presented by Michelle Pitt

An invoice in the amount of \$79,081.75 to Tooele County Sheriff's Office for the July, August and September Dispatch Fees.

An invoice in the amount of \$51,319.01 to Semi Service Inc, for a Henerson Steel Dump Body for the Wastewater Department.

An invoice in the amount of \$24,545.84 to Ken Garff Chevrolet for a pickup for animal control.

An invoice in the amount of \$267,859.00 to Legacy Equipment for a Vactor Ramjet Rodder Truck for the Wastewater Department.

**Council Member Pratt motioned to approve invoices.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

## **12. Adjourn**

**Council Member Wardle moved to adjourn the City Council meeting.** Council Member Gochis seconded the motion. The vote was as follows: Council Member Pratt, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," Council Member Wardle, "Aye," Chairman Pruden, "Aye." The motion passed.

The meeting adjourned at 7:39 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 20th day of November, 2019

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Steve Pruden, Tooele City Council Chair



DRAFT

**Tooele City Council  
Work Session Meeting Minutes**

Date: Wednesday, November 6, 2019  
Time: 5:00 p.m.  
Place: Tooele City Hall, Large Conference Room  
90 North Main St., Tooele, Utah

**City Council Members Present:**

Steve Pruden, Chair  
Dave McCall  
Scott Wardle  
Brad Pratt  
Melodi Gochis

**City Employees Present:**

Mayor Debbie Winn  
Glenn Caldwell, Finance Director  
Roger Baker, City Attorney  
Michelle Pitt, Recorder  
Jim Bolser, Community Development Director  
Steve Evans, Public Works Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Kami Perkins, Human Resource Director  
Ron Kirby, Police Chief

Minutes prepared by Michelle Pitt

**1. Open Meeting**

Chairman Pruden called the meeting to order at 5:00 p.m.

**2. Roll Call**

Steve Pruden, Present  
Dave McCall, Present  
Scott Wardle, Present  
Brad Pratt, Present  
Melodi Gochis, Present

**3. Discussion:**

- Utah National Guard Culinary Water



Presented by Mayor Debbie Winn

Mayor Winn stated that several weeks ago Lt. Colonel Wolff, with the Utah National Guard, approached her regarding their water at their facility at the former Army Depot. The National Guard has a facility there for a maintenance shop. Their water for bathrooms, and a shower, is coming from the Army Depot water, and it is not good quality. The National Guard is requesting culinary water from the City. The City is currently supplying water for fire suppression in this area. Mr. Baker has put together a restatement of the current Memorandum of Understanding to add culinary water.

Mr. Baker said that he worked closely with Mr. Hansen and Mr. Evans to make sure to protect the City from back flow and cross connection issues. Mr. Hansen stated that the City supports the National Guard and what they're doing. They are requesting less than ½ acre feet above what they are currently using. This is not a facility that is a commercial business or residential facility, and the City needs to make sure that this use doesn't change. Mr. Baker indicated that he will bring a Resolution with the restated Agreement before the Council at a future meeting.

- Affordable Housing Impact Fee Waivers  
Presented by Roger Baker

Mr. Baker stated that the Utah Housing Corporation and the Tooele Housing Authority were in attendance tonight. Mr. Baker explained that he drafted a policy to allow the City to waive impact fees for affordable housing, and asked the Council to consider two policy questions:

1. How to make sure the reduction of the impact fees for affordable housing units benefit the intended population rather than the developers; and
2. Whether to leave the current level of impact fee waiver at \$5,000 per unit, or to increase the waiver amount. Mr. Baker suggested, in the draft, an increase to \$10,000 per unit as a place to begin the discussion.

Mr. Baker said that the Impact Fees Act authorizes waivers for impact fees for low income housing. SB34, passed by the Legislature this year which has to do with moderate income housing plans, talks about reducing impact fees as part of affordable housing strategies.

Mr. Baker further explained that he added some definitions of eligible affordable housing as a way of ensuring that the waivers benefitted the intended population. The population targeted is those that make 60% of the median income in our area.

Mr. Baker said that the Utah Housing Corporation partners with the Tooele County Housing Authority, and they are eligible for this program. The program exists because of federally-funded tax credits, purchased by investors, and applied to deed-restricted properties. The deed restriction recorded against each lot created for the housing, spells out a number of important concepts: only available to persons with 60% AMI of the median income (verified by the local housing partner); restricts the rents and purchase prices so that they are affordable to that population; compliance period (minimum period of years which those rents and subsidies remain in place); properties are to be maintained in good condition; properties are to be insured; and

properties are to be in compliance with Section 42 of the Internal Revenue Code. Mr. Baker added that these restrictions would all be enforced by the local housing partner, not by the City. Mr. Baker explained that the policy has a waiver amount of \$10,000. He chose that amount because the current impact fees for a single-family dwelling, is \$9,405. The Council agreed with the \$10,000 amount.

Scott Harmon, from the Utah Housing Corporation, explained that 60% AMI for a household of 4 is \$48,000. That's the amount someone needs to make in order to qualify for these homes.

Council Member Wardle asked how many houses would be built. Mr. Harmon answered that 12 houses would be built over the next two years. Susan Van Arsdell added that the Crown Program is funded within the tax credit program and they operate statewide. She said that this Program wouldn't be doing projects every year in Tooele County. The tax credits pay down the debt which makes the rents affordable. Tenants earning no more than 60% of the AMI work with the Tooele Housing Authority for the underwriting. Compliance period is for 15 years. The occupants then have the opportunity to purchase the home at a reduced price. It will be their own mortgage that pays of the remaining debt. It is a rent to own opportunity. Ms. Van Arsdell further explained that a for-profit cannot apply for tax credits in the Crown Program. Council Member Wardle asked that that language be taken out of the proposed impact fee waiver policy regarding other entities being eligible for the waivers. DeAnn Christiansen, from the Tooele County Housing Authority, said that affordable housing was very crucial for her to do her job. If she can't get loans through these programs, they can't provide affordable housing. She said that Park City requires developers to donate land to their housing authority so that there will be affordable housing available. She said that she works with multiple organizations to provide affordable loans.

Mr. Baker added that State law requires that if you waive impact fees for other than affordable housing, you have to take from other funds to make it up. Mr. Baker stated that if you make a waiver for affordable housing, you don't have to make it up from the general fund; but you can if you want.

Chairman Pruden said that Mr. Baker and Council Member Wardle will work together to tweak the language in the Policy.

- Ordinance 2019-17 An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located at Approximately 168 Skyline Drive  
Presented by Jim Bolser

Mr. Bolser said that in May of 2019, the Council enacted a policy statement regarding applications for rezoning areas for multi-family development. At that time there were five applications on file. Those applicants were asked if they would like to be withdrawn and receive a refund or proceed through the process knowing the Council's policy statement. All of the applicants wanted to withdraw their applications except this one. The application went to the Planning Commission and they forwarded it with a unanimous negative recommendation. The applicant chose to be put on hold for a period of time to do some additional work on the



application. Mr. Bolser went on to say that the applicants are here to discuss the work they have done on their project since the Planning Commission meeting.

Applicant Steve McCleery said that they went to the downtown area and talked with businesses and building owners. He felt that the issues of the businesses and building owners were addressed in their community letter. The community letter was provided to the Council in their packets. Mr. McCleery said that he is trying to impact and benefit the community, especially the downtown area. He said it would bring foot traffic to that side of town and be able to make a huge impact in the transient situation going on there. He said that they pushed the high density from where it was originally and felt this was a good change. He added that the only thing that doesn't work in this area is single-family residential. He felt that that was why the property has sat for so long. He indicated that he would like to know from the Council if they want this project or not. If this is something that the community doesn't want, he will walk away.

Council Member Pratt expressed concern. He said that he drives the road that runs by this proposed project every day. This area falls in the sensitive overlay area. The sensitive overlay would have to be removed, or amended. He added that the intersection of Skyline and Main is tough and that increased traffic there would increase the problem at that intersection.

Mr. Baker asked about the layout and if it proposed 25 units per acre. He asked if this concept would require the area to be rezoned to the MR-25 zoning district. Mr. Bolser answered yes that is what this application is proposing. Council Member Wardle asked if a traffic study had been done. Mr. McCleery said it had not. Council Member Wardle said that he was interested in the geotechnical report and asked if the sensitive overlay would need to be removed. Mr. Bolser answered that he believed it would need to be removed, based on the information that has been provided as a part of this application. He added that the applicant has indicated that they do not believe it would need to be removed but they were working with a different level of detail than staff. Mr. McCleery said that in their proposal they were able to cluster and use the zone as a tool to comply with the sensitive land requirements. Council Member Wardle asked to see more detail on that. Council Member Wardle added that there were 3 or 4 fires in this area in the last few years. He has seen lawsuits taking place in other areas of the State because mountains have moved. He added that he would have to be satisfied with the geotechnical. Mr. McCleery said that the fault line is in the area, but outside of the caution area.

Council Member Wardle said that there were issues with water runoff, the fault line, and cutting in to the mountain because of the movement in those other areas.

Mr. McCleery said that the run off was more contained with development than when it wasn't developed. The roadway serves as a buffer which helps with fire issues. As far as the engineering side, and safety side, the more infrastructure that can be built in to that, the bigger chance there is to secure the sensitivity of the mountain. Council Member Wardle again said that he needed to see the engineering.

Council Member Wardle stated that he would like the fire department to look at the plan, especially the power lines that are in that area.

Council Member Wardle concluded that he didn't have enough information to approve this development. He said that he would consider if he has more information.

Mr. McCleery asked how to get the information to the Council. Mr. Bolser said that he would forward the information to the Council.

Council Member Gochis echoed the concerns about traffic and erosion of the mountain. Mr. McCleery said that they wouldn't chip in to Little Mountain. He added that he felt secure in the geotechnical and the engineering.

Mr. Bolser indicated he could get the information out to the Council, and asked if the Council was interested in continuing on with the rezone in light of their policy statement. Chairman Pruden said that they were not looking to vary from the policy, but they wanted to give them a fair shake. The Council would like to get all the information so that they could make a good decision. Council Member Wardle asked also for information on how this project impacted water, sewer, and storm water.

Chairman Pruden asked that this be put on the agenda for the November 20<sup>th</sup> work meeting. He added that he wanted to make sure they were treated fairly.

Ken Berg, engineer for the applicant, asked that the Council give their analysis based on the high-density zone, but if that wasn't a zone that they were interested in, to pick another zone. He added that to prepare, they needed to know the rules of the zoning. Chairman Pruden said they would base their decision on the application they were given.

Council Member McCall commended them for moving down to across from the cemetery, but said that 90 units in one building is a lot.

Mr. McCleery said he appreciated the candor and honest questions, and appreciated the time the Council is taking with this matter.

- Ordinance 2019-28 An Ordinance of the Tooele City Council Amending the Moderate Income Housing Element of the Tooele City General Plan  
Presented by Jim Bolser

Mr. Bolser stated that this matter was on the last Council work meeting. The Moderate Income Housing Element was adopted in December of 2018. The intent of this review is to add the requirements stated in SB 34 that was adopted in their last legislative session. The requirements of SB 34 is that the City include a minimum of three strategies in their General Plan. The City is compliant with at least seven of those strategies. Mr. Bolser said that this update needs to be adopted and provided to the State by December 1<sup>st</sup>.

- Subdivision Preliminary Plan for Mountain Valley Townhomes by Matt Carter for 44 Townhome Lots on 4.1 Acres Located at Approximately 750 North 100 East in the MR-16 Multi-Family Residential Zoning District  
Presented by Jim Bolser



Mr. Bolser said that this was discussed at the Council's last work meeting. This is a townhome project which the Council approved a rezone for in an earlier meeting this year. It is located on the east side of 100 East, behind Lucky's. This plan is in compliance with the terms of the City Code. The applicants have updated the plan regarding the location and the amount of guest parking. These updates affect their site plan, but not their plat.

- Subdivision Preliminary Plan for the Golf Course View Subdivision a 13-Lot Subdivision on 5.8 Acres Located at 1366 Smelter Road in the R1-7 Residential Zoning District  
Presented by Jim Bolser

Mr. Bolser stated that the subdivision is the Lawrence development. The Council is aware of an Agreement that was prepared that affects utility connectivity and future improvements at the golf course. This is located on the northeast corner of the Back 9. The subdivision went to the Planning Commission and they forwarded it with a positive recommendation.

- Subdivision Preliminary Plan for the England Ridge Subdivision by Garlington Development, LLC, an 87-Lot Subdivision on 22.3 Acres Located at Approximately 810 North 520 East in the R1-7 Residential Zoning District  
Presented by Jim Bolser

Mr. Bolser said that this a development that the City has been working with developers for some time. The project is just south of 1000 North on the east side of England Acres Park. The subdivision will improve 520 East and the storm drain will be retained on the subdivision. The plat has been prepared with proper notification of flood zones. The Planning Commission forwarded this with a positive recommendation.

Joe Garlington, the applicant for the project, was in attendance. Chairman Pruden told Mr. Garlington that he hates the proposed street names. He asked that Mr. Garlington recommend different street names to their engineering firm.

- Proposed Property Exchange on Canyon Road  
Presented by Jim Bolser

The City has been approached by the property owner, Ron Hall, of a certain parcel in the City off of Canyon Road. Mr. Bolser explained that Mr. Hall is trying to proceed with developing at least one home on the property and to clean up the property lines. There are a number of overlaps and gaps on the nearby properties. The property owner has agreements between himself, the Baptist Church, and a neighboring property owner to correct those property issues. The agreements will better align some of the property. Mr. Hall is requesting to exchange some property with the City. Chairman Pruden said that he was in favor of this exchange, but only if Mr. Hall signs off on the easement, or driveway to the wigwam. Mr. Evans added that the City has a well and chlorinator on the wigwam property.

The Council agreed that they would be in favor of this exchange with a dedication of Canyon Road, and the easement.

- Update on the General Plan Rewrite  
Presented by Mayor Debbie Winn

The meeting paused at 6:25 p.m.

The meeting reconvened at 6:31.

The Mayor stated that the State of Utah requires municipalities to have a General Plan with at least the three required elements; land use, transportation and moderate income housing. One of those elements is the Moderate Income Housing Plan the Council has under consideration tonight. Mayor Winn stated that she obtained most of the information from Mr. Bolser.

It was recommended that Annexation Policy, economic development, and open space and recreation elements also be added to the General Plan in this revision.

The Mayor added that she would like to put all of the elements of the General Plan in one document which will be posted on the website for the public.

- Street Sweeper Rental and Lease Agreements  
Presented by Steve Evans

Mr. Evans said that he received a bid for a \$53,00 to repair the street sweeper. He received bids for a new street sweeper at \$160,000, \$180,000 and \$269,000. Because our City street sweeper is a Tymco, there are no parts available. It went to TNT for auction.

Mr. Evans then showed figures for a rental per week, or per month. Last year, the streets division hired RC Enterprises to sweep the streets three times for \$140 per hour. It included two hours for commuting, for a total of \$940.00.

Council Member Gochis asked how often the City does street sweeping. Mr. Evans answered that it depended on how clean the City would like the streets. He added that the City doesn't have a facility to wash the sweeper down. This causes it to become rusted out. He said that it takes an operator 8 hours to do the street sweeping. Mr. Evans recommended hiring a company such as RC Enterprises to provide this service when it is needed, or to rent a sweeper for three months.

Chairman Pruden proposed pushing this decision off until the next year. Council Member Wardle recommended that a street sweeper and a full-time employee should be included in budget discussions.



- Resolution 2019-76 A Resolution of the Tooele City Council Approving a Service and Maintenance Agreement with Huber Technology, Inc., to Repair and Maintain the Solar Drying Equipment at the City Water Reclamation Facility Presented by Steve Evans

Mr. Evans said that the wastewater greenhouse needs repair and maintenance. This proposed contract would be for Huber to repair the equipment. Maintenance for five years is about \$37,000, with needed parts equals \$50,000. Mr. Evans said that the last time the wastewater employees fixed things themselves it took about 42 days to replace parts. Huber did it within two days.

- Upcoming Dates to Remember
  - o November 20<sup>th</sup> at 4:00 p.m. Software Tyler Training
  - o December 4<sup>th</sup> at 4:00 p.m. Budget Training – not all members are able to attend. This will be postponed.

#### **4. Close Meeting to Discuss Litigation and Property Acquisition**

There was not a closed meeting.

#### **5. Adjourn**

**Council Member Pratt moved to adjourn.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall “Aye,” Council Member Wardle “Aye,” Council Member Pratt “Aye,” Council Member Gochis, Aye,” and Chairman Pruden “Aye.”

The meeting adjourned at 6:52 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 overview of what occurred at the meeting.*

Approved this 20th day of November, 2019

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Steve Pruden, Tooele City Council Chair