

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 18, 2024 immediately following the RDA meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Public Hearing and Motion on Ordinance 2024-36** An Ordinance of Tooele City Amending the Copper Canyon PUD Regulation Regarding Lot Sizes for Certain Lots
Presented by Roger Baker, City Attorney
5. **Ordinance 2024-35** An Ordinance of the Tooele City Council Establishing the Dates, Times, and Places of its Public Meetings in 2025
Presented by Michelle Pitt, City Recorder
6. **Resolution 2024-97** A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal
Presented by Michelle Pitt, City Recorder
7. **Resolution 2024-95** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Water Reclamation Facility Phase 1 Upgrades Design
Presented by Jamie Grandpre, Public Works Director
8. **Resolution 2024-98** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule by Adding Public Improvement Permit Review Fees
Presented by Jamie Grandpre, Public Works Director
9. **Resolution 2024-100** A Resolution of the Tooele City Council Approving an Agreement with Rhino Pumps LLC for Repairs to Well 5
Presented by Jamie Grandpre, Public Works Director

10. **Resolution 2024-96** A Resolution of the Tooele City Council Reappointing Katrina Call, Brian Roth, and Jeff Hammer to the Administrative Control Board of the North Tooele City Special Service District
Presented by Justin Brady, Council Chairman
11. **Resolution 2024-99** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Police Department Fees
Presented by Adrian Day, Chief of Police
12. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
13. **Minutes**
~December 4, 2024 Business Meeting
14. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2024-36

AN ORDINANCE OF TOOELE CITY AMENDING THE COPPER CANYON PUD REGULATION REGARDING LOT SIZES FOR CERTAIN LOTS.

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

WHEREAS, Tooele City Code Chapter 7-6 regulates the approval of Planned Unit Developments in Tooele City; and,

WHEREAS, on June 18, 1997, the City Council approved Ordinance 1997-25, approving the Copper Canyon PUD, which PUD was amended by Ordinance 1999-15, the terms which PUD were codified on March 20, 2024, by Ordinance 2024-06; and,

WHEREAS, the City received a Zoning Map Amendment Application from Bach Homes, LLC, on behalf of property owner Phoenix at Copper Canyon, LLC, seeking to reduce lot sizes from 6,000 square-feet to 5,000 square feet for lots adjoining a major City sewer collector, to make possible the conveyance to the City of land in fee for access to the sewer collector (see Application and illustrations attached as part of Exhibit A); and,

WHEREAS, lot sizes in the Copper Canyon PUD are established both by ordinance and by that certain Development Agreement for Copper Canyon PUD (2012) dated April 13, 2012, approved by Resolution 2012-09 on March 7, 2012, and its amendments, such that amending Copper Canyon PUD lot sizes requires both a land use regulation (i.e., the present ordinance) and an amendment to the Development Agreement; and,

WHEREAS, on December 11, 2024, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its recommendation to the City Council (see the City staff report attached as part of Exhibit A); and,

WHEREAS, on December 18, 2024, the City Council convened a duly-noticed public hearing:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Copper Canyon PUD regulations reflected in Tooele City Code Chapter 7-6b are hereby amended to reduce the lot sizes of lots 7018-7032, 12014-12024, and 13001 from a minimum of 6,000 square-feet to a minimum of 5,000 square-feet, conditioned upon a forthcoming City Council resolution to amend the Development Agreement for Copper Canyon PUD, and further conditioned upon conveyance of the depicted sewer collector parcel in fee to Tooele City.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this _____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Staff Report dated December 3, 2024, and
attached Application, Exhibits, and Illustrations

STAFF REPORT

December 3, 2024

To: Tooele City Planning Commission
Business Date: December 11, 2024

From: Planning Division
Community Development Department

Prepared By: Andrew Aagard, Tooele City Community Development Director

Re: **Copper Canyon PUD – Zoning Map Amendment Request**

Application No.: 2024066
Applicant: Derek Rindlisbacher, representing Bach Homes, LLC
Project Location: Approximately 650 North 700 West
Zoning: R1-7 PUD Residential Zone
Acreage: 9.06 Acres (Approximately 394,653 ft²)
Request: Request for approval of a Zoning Map Amendment in the R1-7 PUD Residential zone to amend the conditions of the PUD (Planned Unit Development) overlay for the remaining development phases in the Copper Canyon PUD Subdivision.

BACKGROUND

This application is a request for approval of a Zoning Map Amendment for approximately 9.06 acres located at approximately 650 North 700 West. The property is currently zoned R1-7 PUD Residential. The applicant is requesting that a Zoning Map Amendment be approved to amend the conditions of the existing Copper Canyon PUD overlay.

ANALYSIS

General Plan and Zoning. The Land Use Map of the General Plan calls for the Medium Density Residential land use designation for the subject property. The property has been assigned the R1-7 PUD Residential zoning classification, supporting approximately five dwelling units per acre. The R1-7 PUD Residential zoning designation is identified by the General Plan as a preferred zoning classification for the Medium Density Residential land use designation. To the north of the subject property land is currently zoned MR-16 Multi-Family Residential. To the east property is zoned R1-7 Residential. To the south property is zoned MR-8 Multi-Family Residential and to the west property is zoned LI Light Industrial. The Union Pacific rail corridor runs southwest to northeast along the eastern edge of the development. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

PUD Analysis. The Copper Canyon Subdivision was approved with a Planned Unit Development (PUD) overlay on June 2, 1999. That original PUD provided a reduction in basic land use and development standards in exchange for additional public open space trails, corridors and parks. Those original PUD standards included a reduction in rear yard setback to 15 feet, a reduction in minimum lot size to 6000 square feet, limited the maximum lot count for the development to 494 lots and limited the use to single-family detached only.

The applicant is proposing to amend the conditions of the PUD to accommodate a sewer easement that will extend through the rear yard of some of the homes in the remaining phases of the subdivision.

Currently there is a 12 foot sewer easement that is incorporated into the lot size and owned by the lot owner. This easement is necessary for City maintenance vehicles to have access to the sewer line when there is a need for repair or maintenance. The way the easement is currently situated the 12 feet is incorporated and calculated as part of the lot, owned by the lot owner and landscaped and maintained by the lot owner. However, the easement must be preserved and prohibits the construction of any structures therein and may even be subject to some restrictions on tree plantings due to potential tree root damage to the sewer line. This situation is problematic for both the lot owners and the City. Problematic for the lot owners because they own the land and believe they should have a right to use the land but are limited in what they can do within the confines of the easement. Problematic for the City because the City has the right to the easement and to access the easement for sewer line utility and maintenance. The arrangement is problematic at best for both.

The developer would like to eliminate the problematic situation by amending the standards of the PUD to facilitate the dedication of the 12 foot sewer easement to the City rather than continuing to incorporate the easement into the size of the lot and maintain private ownership. The PUD is proposed to be amended in basically one way. Reducing the lot sizes to 5000 square feet from 6,000 square feet. The rear yard setback will remain 15 feet from the south property line of the 12 foot easement. There is no change proposed for the use as it will remain detached single-family only. The unit count is not expected to change and will remain at 494 total units.

New PUD Standards:

1. Rear setback is 15 feet minimum from the south property line of the south property line of the 12 foot sewer easement directly south of the lots 7018 – 7032, 12014 – 12024 and 13001.
2. Minimum Residential Lot size is **5,000** square feet.
3. Use is single-family detached only.
4. Maximum residential lot count is 494.

Subdivision Layout. The proposed amendment does not change or alter the subdivision layout as approved in the Copper Canyon Phases 8-14 Preliminary Subdivision plan. It only alters the lot sizes of the lots adjacent to the 12 foot sewer easement. Lot configuration and locations should not be altered from previous approvals.

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

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

- (f) The overall community benefit of the proposed amendment.

REVIEWS

Planning Division Review. The Tooele City Planning Division has completed their review of the Zoning Map Amendment submission and has issued the following comments:

1. The proposed deeding of the 12' sewer easement will benefit the City in that the City will have unobstructed access to the sewer line.
2. The proposed deeding of the 12' sewer easement will benefit the lot owners in that they will no longer be required to own and maintain property from which they cannot gain any benefit.
3. The proposed PUD amendment will not affect lot count, lot location or lot configuration in the remaining phases of the Copper Canyon subdivision.

Engineering & Public Works Review. The Tooele City Engineering and Public Works Divisions have completed their reviews of the Zoning Map Amendment submission and have not issued any formal comments regarding this proposal, but:

1. In discussing the proposal with Jamie Grandpre, Public Works Director, and Paul Hansen, Tooele City Engineer, during the Monday morning development review meeting both Jamie and Paul were very supportive of taking the easement out of private ownership and deeding it to the City.

Tooele City Fire Department Review. The Tooele City Fire Department did not issue any comments regarding the proposed changes to the PUD conditions.

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

STAFF RECOMMENDATION

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

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

- (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
- (f) The overall community benefit of the proposed amendment.

MODEL MOTIONS

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Copper Canyon PUD Zoning Map Amendment request by Derek Rindlisbacher, representing Bach Homes, LLC for the purpose of amending the conditions of the PUD overlay as described in this Staff Report, application number 2024066, based on the findings listed in the Staff Report dated December 3, 2024:”

1. List any additional findings and conditions...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Copper Canyon PUD Zoning Map Amendment request by Derek Rindlisbacher, representing Bach Homes, LLC for the purpose of amending the conditions of the PUD overlay as described in this Staff Report, application number 2024066, based on the following findings:”

1. List findings...

EXHIBIT A

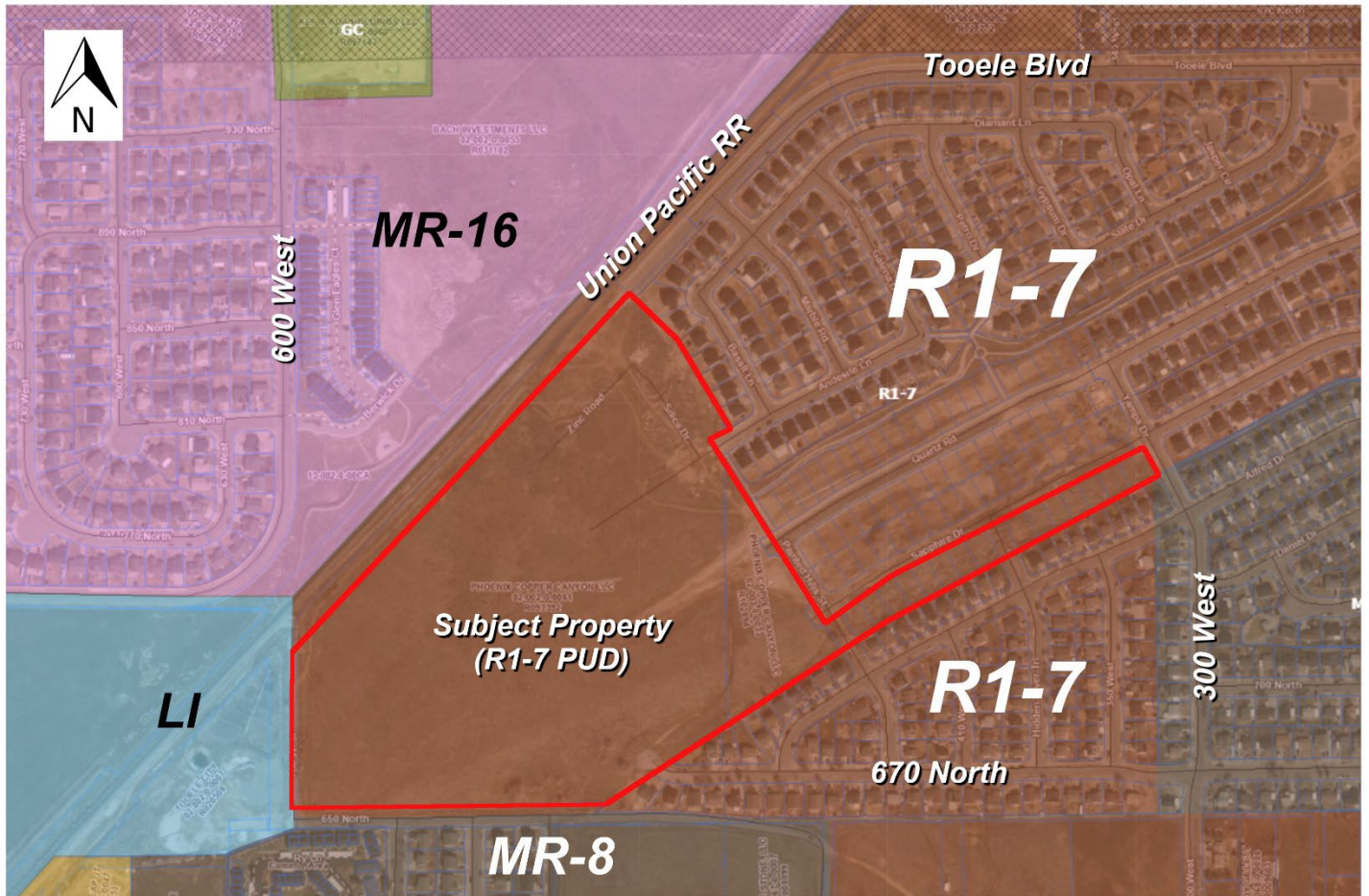
MAPPING PERTINENT TO THE COPPER CANYON PUD ZONING MAP AMENDMENT

Copper Canyon PUD Zoning Map Amendment



Aerial View

Copper Canyon PUD Zoning Map Amendment



Current Zoning

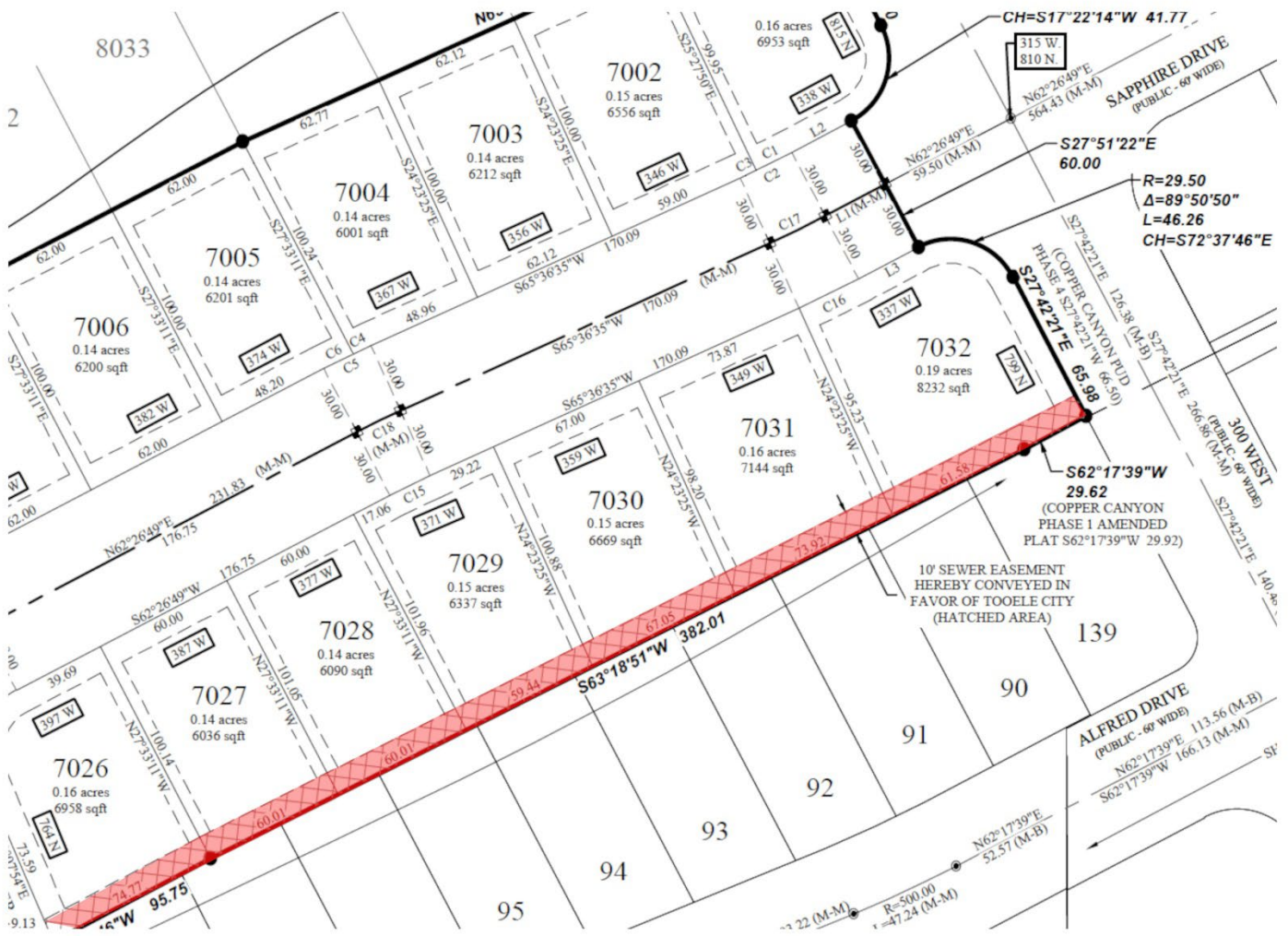


EXHIBIT B

APPLICANT SUBMITTED INFORMATION

Zoning Map Amendment Application

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



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

Project Information				
Date of Submission: 11-20-2024		Current Zoning: R1-7 CCPUD	Proposed Zoning: Only No Change/Amendment	Parcel #(s): 02-002-0-0061 02-003-0-0033
Project Name: Copper Canyon PUD				Acres: 37.01
Project Address: West of Basalt, Tooele, Utah 84074				Affecting 9.06 acres
Does the proposed Zoning Comply with the General Plan: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
Brief Project Summary: we would like to change the zoning regulations for the following lots 7018-7032, 12014-12024, and 13001. - Rear setback is 15 feet minimum from the south property line of the 12 foot sewer easement directly south of the lots listed above. - Minimum residential lot size is 5,000 sqft - Use is single family detached only.				
Property Owner(s): Phoenix at Copper Canyon, LLC			Intent is to deed the sewer easement to Tooele city.	
Applicant(s): Bach Homes, LLC				
Address: 11650 South State Street			Address: 11650 South State Street	
City: Draper	State: UT	Zip: 84020	City: Draper	State: UT Zip: 84020
Phone: 801.884.9447			Phone: 801.884.9447	
Contact Person: Derek Rindlsbacher			Address: 11650 South State Street	
Phone: 801.884.9447			City: Draper	State: UT Zip: 84020
Cellular: 801.884.9447	Fax:	Email: Derek.Rindlsbacher@bachhomes.com		

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

Note to Applicant:

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

For Office Use Only			
Received By: Jade	Date Received: 11/20/2024	Fees: \$1,453.00	App. #: 2241207 703916



Proposed Ordinance Language – 7-6B-1 PUD Copper Canyon

Zoning Regulations of the PUD:

- Rear setback is 15 feet minimum.
- Minimum residential lot size is 6,000 square feet.
- Use is single-family detached only.

Zoning Regulations For Lots 7018-7032, 12014-12024, and 13001:

- Rear setback is 15 feet minimum from the south property line of the 12 foot sewer easement directly south of the lots listed above.
- Minimum residential lot size is 5,000 SQFT.
- Use is single family detached only.



Justification for the Ordinance Amendment

1. Why is the ordinance amendment necessary?

- a. This amendment is essential to ensure that future residents of Copper Canyon lots 7018-7032, 12014, 12014-12024, and 13001 can fully enjoy their properties while reducing the risk of encroachment on approximately 24,000 square feet of sewer easement located on the southern side of these lots, as illustrated in Exhibit A. This amendment would give Tooele City the ability to receive ownership of the 12' sewer easement through a plat amendment for Copper Canyon Phase 7 and through future plat recordation's for Copper Canyon Phase 12 and 13.

2. How does this proposed ordinance amendment benefit Tooele City as a whole?

- a. Approving this ordinance amendment will benefit Tooele City by allowing them to gain and maintain control over the sewer easement, enhancing overall oversight, management, and ownership of the easement.

3. How does the ordinance as it is currently written not accomplish what you are desiring to accomplish?

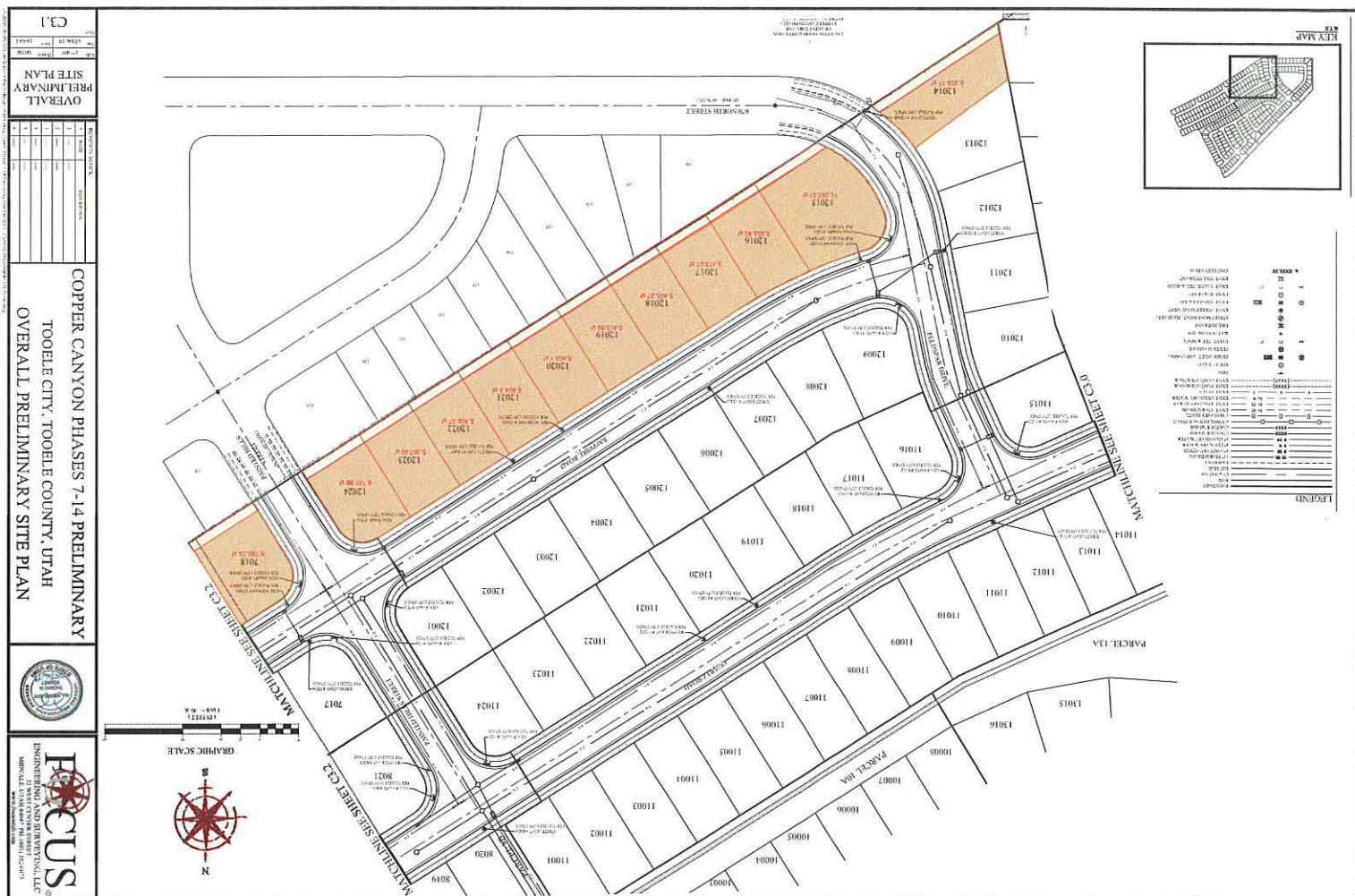
- a. The existing ordinance mandates a minimum lot size of 6,000 square feet. However, the lots adjacent to the sewer easement typically range from 5,000 to 6,000 square feet after excluding the easement. To facilitate the transfer of the sewer easement to Tooele City, it is necessary to modify the minimum lot size requirement for the affected properties. This adjustment will enable the proper conveyance of the easement while allowing for the effective use of the remaining lot area.

4. Does this ordinance improve or otherwise impact the health, safety, and welfare of Tooele City and its residents?

- a. Yes, this ordinance helps improve the health, safety, and welfare of Tooele City and its residents. It ensures better management of the sewer easement, which is important for sanitation. By reducing the risk of encroachment and encouraging responsible development, the ordinance amendment makes the community safer and more sustainable.

5. Any other pertinent information that will support the ordinance amendment request?

- a. An overall site plan illustrating the affected lots has been attached to this application to illustrate the affected areas.



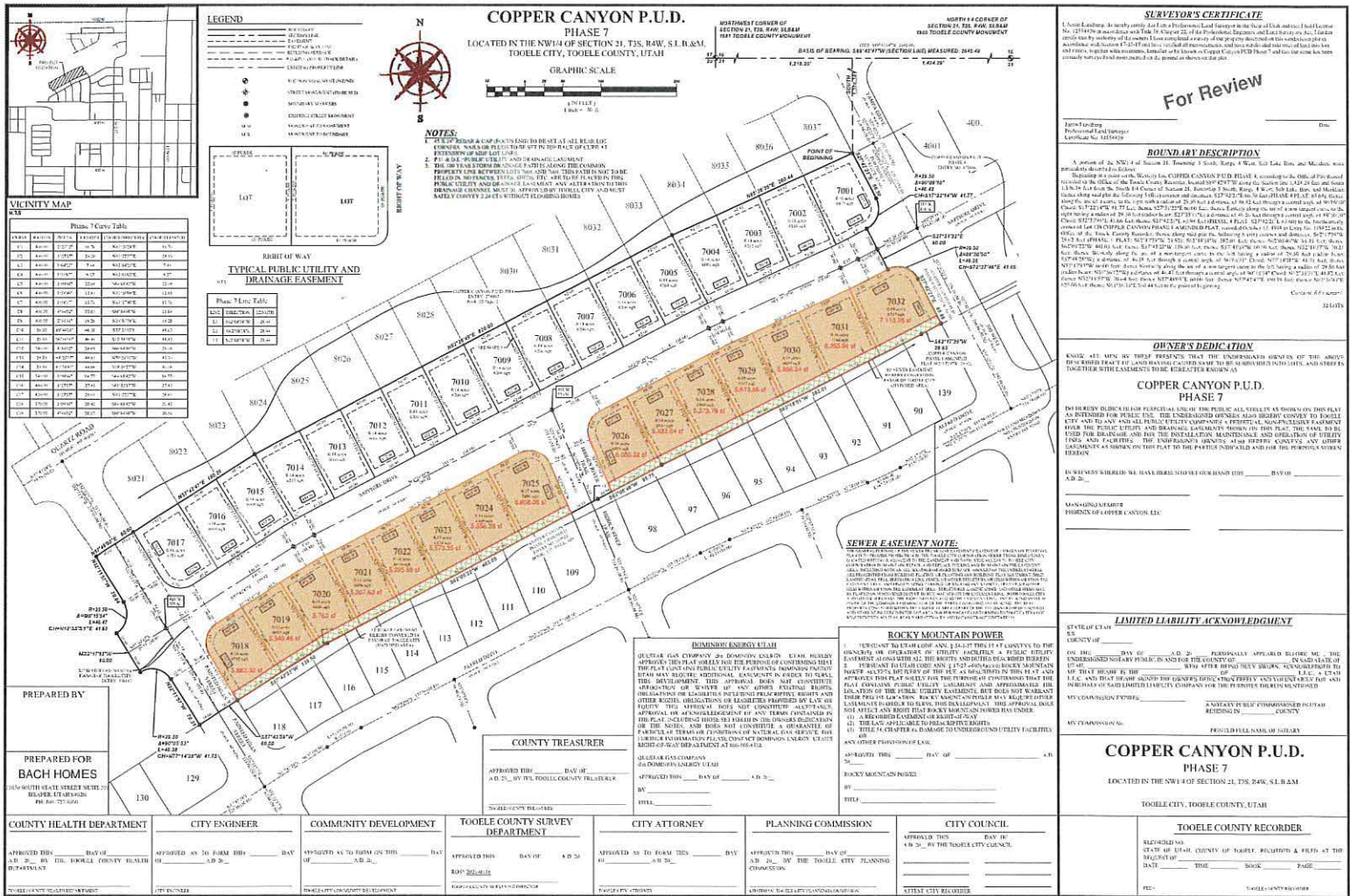




EXHIBIT C
CURRENT AND PROPOSED PUD LANGUAGE

CURRENT PUD REQUIREMENTS

CHAPTER 7-6b. PUD: COPPER CANYON

Enacted by Ordinance 1997-25 (June 18, 1997)
Amended by Ordinance 1999-15 (June 2, 1999)
Development Agreement Approved by Resolution
2012-09 (March 7, 2012)

Location: property located south of 1000 North Street
(SR-112) and west of 250 West Street.

Underlying zoning districts: HDR*, R1-7, OS, CG**
(*In 2024 the HDR zoning district has been reenacted
as the MR-16 zoning district.)
(**In 2024 the CG zoning district has been reenacted
as the GC General Commercial zoning district.)

ZONING REGULATIONS OF THE PUD:

- Rear setback is 15 feet minimum.
- Minimum residential lot size is 6,000 square feet.
- Maximum residential lot count is 494.
- Use is single-family detached only.

(See 2012 Copper Canyon development agreement
and amendments.)

(Ord. 2024-06, 03-20-2024)

TOOELE CITY CORPORATION

ORDINANCE 2024-35

AN ORDINANCE OF THE TOOELE CITY COUNCIL ESTABLISHING THE DATES, TIMES, AND PLACES OF ITS PUBLIC MEETINGS IN 2025.

WHEREAS, Tooele City Charter Section 2-04 and Tooele City Code Section 1-5-3 require the City Council to prescribe by ordinance the date, time, and place of its public meetings, and provide for at least one public meeting to be held each month;

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the Tooele City Council's regular public meetings for calendar year 2025 shall be held at Tooele City Hall, 90 North Main Street, Tooele, Utah as follows:

- Work Meetings: at 5:30 p.m. on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office;
- Business Meetings: at 7:00 p.m., on the first and third Wednesdays of every month, as follows, except as otherwise noticed by the City Recorder's Office:

January 15
February 5 and 19
March 5 and 19
April 2 and 16
May 7 and 21
June 4 and 18
July 16
August 6 and 20
September 3 and 17
October 1 and 15
November 5 and 19
December 3 and 17

This Ordinance is necessary for the immediate preservation of the peace, health and safety of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-97

A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING SURPLUS CERTAIN TECHNOLOGY-RELATED EQUIPMENT, AND AUTHORIZING ITS DISPOSAL

WHEREAS, the I.T. and Library Departments have identified a number of technology-related equipment items that are no longer capable of meeting Tooele City's technology needs (see list of equipment attached as Exhibit A); and,

WHEREAS, the City Administration implemented a written policy, effective December 6, 2022, for the disposal of surplus technology-related equipment (see policy attached as Exhibit B); and,

WHEREAS, it is in the City's interest to make full use of technology-related equipment and then to dispose of, pursuant to policy, whatever equipment no longer serves the public interest; and,

WHEREAS, wherever possible, the City disposes of technology-related equipment by recycling it with a reputable local recycling company to minimize waste and environmental contamination:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the equipment listed in Exhibit A is hereby declared surplus and authorized for disposal pursuant to the policy 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

Debra E. Winn

Debra E. Winn

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Equipment

Device	Model	S/N (IMEI for cell phones)
Dell Desktop	Dell Desktop	8YH33W2
Dell Desktop	Dell Desktop	9ML2CH2
Dell Desktop	Dell Desktop	58397X2
FIN14	Dell Desktop	BOVJRP2
FIN15	Dell Desktop	F5TJRR2
Dell Desktop	Dell Desktop	HHY2Z72
Dell Desktop	Dell Desktop	5BPBYJ2
CD41	Dell Desktop	CCJFDV2
Dell Desktop	Dell Desktop	56ZBXH2
Council Chambers	Dell Desktop	8YX23W2
IS17	Dell Desktop	BOG90Q2
WTR08	HP PRO DESK	MXL4070Y1S
LG Monitor	LG Monitor	104MXLSCA000
FIN12	Dell Desktop	BOTMRP2
PW04	Dell Desktop	9S2ZCV2
Zultys Phone	Zultys Phone	3601060537
Zultys Phone	Zultys Phone	4301040099
Zultys Phone	Zultys Phone	4301037891
Zultys Phone	Zultys Phone	3601060539
IPAD	IPAD	DMPMKBM8F4YD
IPAD	IPAD	DMPMKFU4FYD
IPAD	IPAD	DMPMKB5NF4YD
IPAD	IPAD	DLXM84P6F4YD
IPAD	IPAD	DMPMCKMLF4YD
IPAD	IPAD	DMPW504GJ28K
IPAD	IPAD	DMPS81J5GXPX
IPAD	IPAD	DMPNW6JJG5YL
IPAD	IPAD	DN6JLENADFJ1
IPAD	IPAD	DMPTD6MCGXPX
IPAD	IPAD	DN6JLD4HDFJ1
IPAD	IPAD	DMPMCJHMF4YD
IPAD	IPAD	DMPMDOK4F4YD
Btronics Monitor	Btronics Monitor	N/A
SonicWall Switch	TZ300	18B16985ABBC
SonicWall Switch	TZ300	18B169AE5C40
NETGEAR Switch	S350	5LF6175SA0036
NETGEAR Switch	GS116	2W43365F005EA
NETGEAR Switch	S350	5LF6175JA0013
WBOX Switch	WBOX Switch	OE-16POE250W
Zultys Phone	Zultys Phone	3311070512
Zultys Phone	Zultys Phone	3311070836
Zultys Phone	Zultys Phone	4302031473
Samsung Monitor	F24T374FWNXGO	0BY9HCNR801882R
ViewSonic Monitor	VS17287	VBW194105812
ViewSonic Monitor	VS17287	VBW194105805

Dell Monitor	Dell Monitor	CN-0X876H-72872-98D-07GS
Juniper Switch	EX2300-C	HV3623170391
Zultys Phone	Zultys Phone	3311070284
Acer Monitor	AL1711Fb	ETL170A3025200874PY27
Lenovo Desktop	Think Centre	MJ05JFNC
BlackBerry Cell Phone		
Verizon Cell phone		
Verizon Cell phone		
Dell Desktop	Dell Desktop	6D377X2
Dell Desktop	Dell Desktop	58G87X2
Dell Desktop	Dell Desktop	36D2MR2
Surface Pro	Surface Pro	26140192353
Surface Pro	Surface Pro	25612592353
Surface Pro	Surface Pro	25853592353
IPAD	IPAD	GKM46136MX
IPAD	IPAD	DMPZX05KKD80
IPAD	IPAD	DLXY24WPKC48

Salvage List – Tooele City Library**12/10/2024****DESKTOP COMPUTERS**

	Item	Serial #	Reason for salvage
1	HP ProDesk 600 G3 SFF	MXL7232TM4	Replaced by newer equipment
2	HP ProDesk 600 G3 SFF	MXL7232TMN	Replaced by newer equipment
3	HP Compaq Elite 8300	MXL3162KB9	Replaced by newer equipment
4	HP ProDesk 600 G3 SFF	MXL7232TMH	Replaced by newer equipment
5	HP ProDesk 400 G1 SFF	2UA41713QT	Replaced by newer equipment
6	HP ProDesk 400 G1 SFF	2UA417138G	Replaced by newer equipment
7	HP ProDesk 600 G1 SFF	MXL5361MNF	Replaced by newer equipment
8	HP ProDesk 600 G3 SFF	MXL7232TN5	Replaced by newer equipment
9	HP ProDesk 600 G3 SFF	MXL7232TN2	Replaced by newer equipment
10	HP ProDesk 600 G1 SFF	MXL5221SCM	Replaced by newer equipment
11	HP ProDesk 600 G1 SFF	MXL7232TMV	Replaced by newer equipment
12	HP ProDesk 600 G1 SFF	MXL7232TLY	Replaced by newer equipment
13	HP ProDesk 600 G1 SFF	MXL7232TM1	Replaced by newer equipment
14	HP ProDesk 600 G3 SFF	MXL7232TMX	Replaced by newer equipment
15	HP ProDesk 600 G3 SFF	MXL7232TN6	No longer needed
16	Lenovo ThinkCentre M Series	1S7518E1UMJLKFB	No longer needed

LAPTOP COMPUTERS

	Item	Serial #	Reason for salvage
1	Dell Latitude 5590	2076WT2	Replaced by newer equipment
2	Dell Latitude 5590	JMOGWT2	Replaced by newer equipment
3	Dell Latitude 5590	2916WT2	Replaced by newer equipment
4	Dell Latitude 5590	2816WT2	Replaced by newer equipment
5	Dell Latitude 5590	2945WT2	Replaced by newer equipment
6	Dell Latitude 3520	G5P0T93	Replaced by newer equipment

7	Dell Chromebook 3100	6VC4RK3	No longer needed
8	Dell Chromebook 3100	2TC4RK3	No longer needed
9	Dell Latitude 5590	3T2HWT2	No longer needed
10	Dell Latitude 5590	F0XGWT2	No longer needed
11	Dell Latitude 5590	FJD6WT2	No longer needed
12	Dell Latitude 5590	D276WT2	No longer needed
13	Dell Latitude 5590	JWQ6WT2	No longer needed
14	Dell Latitude 5590	HL2HWT2	No longer needed

MONITORS

	Item	Serial #	Reason for salvage
1	Dell P2219H	CN0V7JPSQDC0094A	Replaced by newer equipment
2	Acer V196L	MMLYQAA0046441452	Replaced by newer equipment

NETWORK EQUIPMENT & PRINTERS

	Item	Serial #	Reason for salvage
1	HP Color LJ Enterprise M651	JPCCH6T10W	Replaced by newer equipment
2	Unifi AP AC Mesh Pro	74ACB9B9FBF3	Replaced by newer equipment
3	Unifi AP AC Mesh Pro	F492BF5980AD	Replaced by newer equipment
4	Unifi AP AC Mesh Pro	F492BF598147	No longer needed

MISC ITEMS

	Item	Serial #	Reason for salvage
1	JFJ Disc Cleaner	NA	Replaced by newer equipment
2	UPS batteries (x2)	NA	Replaced by newer equipment
3	Smart Pay UIC PP 795 SE	2341407M1109	Replaced by newer equipment
4	Smart Pay UIC PP 795 SE	234181200125	Replaced by newer equipment
5	Smart Pay UIC PP 795 SE	234170700092	Replaced by newer equipment

6	Amazon Fire HD8	GCC19D0621550M7J	No longer needed
7	Blink Sync Module 2	NA	No longer needed
8	Zeeporte ADORCAM	NA	No longer needed
9	Apple TV 4K	C07YNAUMHNM4	No longer needed
10	Apple TV 4K	C07YNARKHNM4	No longer needed

FROM A 2016 GRANT

	Item	Serial #	Reason for salvage
1	Apple iPad 1 st Gen A1337 (x20)	NA	No longer needed
2	Apple iPad mini 2 A1490 (x2)	NA	No longer needed

Exhibit B

Disposal of Surplus Technology-Related Equipment Policy

IT Surplus Policy

1. As departments purchase new technology to meet their needs, equipment and/or items (surplus) that are no longer needed will be given to the Information Technology (IT) Department.
2. The IT Department will retain the surplus items for:
 - a. Tier 1 items: Desktops, laptops, tablets, smart phones, networking equipment, servers, or any other items that may contain city data will be stored for 3 months in case data needs to be retrieved.
 - b. Tier 2 items: Monitors, cameras and similar hardware will be stored for 1 month.
 - c. Tier 3 items: Keyboards, mice, speakers, other misc. hardware, software and other items worth less than \$100 will not be stored unless requested.
3. The IT Department will keep a list of Tier 1 and 2 items to be disposed (after parts have been salvaged), by item description, model, serial numbers and whether data has been removed from the device or not (if applicable).
4. Tier 3 items will be removed from inventory upon receipt by IT and can be disposed of immediately unless requested otherwise.
5. Once the retention period has passed, the IT Department will determine if there are parts that can be salvaged from the surplus and remove those for use elsewhere.
6. The completed list of Tier 1 and 2 items will be taken to the City Council by Resolution to be officially declared as surplus, along with a recommendation for the desired method of disposal.
7. Surplus items do not need to be presented to the City Council individually, rather a listing of multiple items and types may be taken at the same time to the City Council to be declared surplus through a single resolution.
8. If several devices of the same type are on the list, such as multiple bad UPS devices, a quantity will be acceptable instead of recording each individually. This excludes any tier 1 items.
9. Surplus property will be disposed of according to the method declared in the resolution.
10. After city council approves the surplus resolution the IT Department will erase all data contained in the equipment/item(s) and dispose of according to the following:
 - a. If the items are deemed unusable, if it previously contained sensitive data, or if their worth is determined to be under \$100, they may be disposed of.
 - b. If equipment/items are to be sold:
 - i. Items will first be made available to local government agencies.
 - ii. The sale of surplus equipment/items will be properly noticed to the public according to city policy.
 - iii. Items will be sold at public auction, with the proceeds going to Tooele City Finance.
 - iv. May be donated to non-profit agencies.
 - c. If the equipment/items are to be donated:
 - i. The donation of surplus equipment/items will be properly recorded.
 - ii. Equipment/items will be donated as is to another state agency or non-profit agency with a written agreement between the two entities

- iii. If equipment/items are to be recycled, the equipment/items will be recycled through a local recycling center or a center near and economically feasible to the city.
- 11. Any proceeds from the sale or recycling of surplus will be returned to the Tooele City Finance Department.
- 12. IT will retain records of surplus disposal for 3 years.
- 13. At no time will any equipment/item(s) be given to an employee, unless an employee is the highest bidder in the sale process listed in Item #10(3) above. Notwithstanding the previous statement, at no time may a member of the IT Department, or any other employee involved in the decision-making process that declared the property as surplus, bid for or repurchase equipment that was declared surplus by the Department.

TOOELE CITY CORPORATION

RESOLUTION 2024-95

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR THE WATER RECLAMATION FACILITY PHASE 1 UPGRADES DESIGN.

WHEREAS, Tooele City operates a Water Reclamation Facility ("Facility"), which requires a program of evaluation, design, and upgrade for optimal functioning of the City's wastewater treatment program; and,

WHEREAS, the City is ready to design a series of upgrades called WRF Phase 1 Upgrades, consisting of Ultra-Violet Disinfection System Improvements, Clarifier #2 Improvements, and Water Pump Station Improvements, necessary both for increased capacity and to address aging infrastructure ("Upgrades"); and,

WHEREAS, the City Administration recommends retaining J-U-B Engineers, Inc. ("JUB"), to design the Upgrades, and JUB has provided a cost proposal of \$114,700 for the Upgrades design; and,

WHEREAS, JUB has extensive design and construction management experience with water reclamation facilities, including the Tooele Facility:

- on January 6, 2021, the City Council approved Resolution 2021-01 and an agreement with JUB for design services associated with the Facility as a whole;
- on December 15, 2021, the City Council approved Resolution 2021-115 and an agreement with JUB for design of the Facility headworks building;
- on May 17, 2023, the City Council approved Resolution 2023-41 and an agreement with JUB for construction management of the Facility's new headworks building.

WHEREAS, JUB has other relevant experience designing City facilities:

- on September 21, 2022, the City Council approved Resolution 2022-82 and an agreement with JUB to master plan the City's public works campus;
- on May 1, 2024, the City Council approved Resolution 2024-36 and an agreement with JUB for design of a City salt storage building.

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council, and the J-U-B agreement is in the amount of \$114,700; and,

WHEREAS, as an engineering design contract, the agreement (attached as Exhibit A) does not require competitive bidding under Utah law:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with J-U-B Engineers for the Water Reclamation Facility Phase 1 Upgrades design.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, City Attorney

Exhibit A

J-U-B Agreement

including

Attachment 1 – Scope of Services,
Basis of Fee, and Schedule



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JUB ENGINEERS, INC., of 392 East Winchester Street, Suite 300, Salt Lake City, Utah, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 20th of December, 2024 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See Attachment A – Scope of Services, Basis of Fee, and Schedule for the Tooele WRF Phase 1 Upgrades.
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 **\$114,700.00** 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 **June 30, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000. Contractor shall list the City as an additional insured on endorsements issued under its general and auto liability insurance policies.
 - b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any willful misconduct or negligent act or omission of Contractor and its agents arising out of or related to this Agreement. Neither party shall be liable to the other for any indirect, incidental, or consequential damages resulting from this Agreement or related projects.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 06/27/2022)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



J-U-B ENGINEERS, Inc.
J-U-B ENGINEERS, INC. AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tooele WRF Phase 1 Upgrades

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: 93-24-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

PROJECT UNDERSTANDING

The Tooele City Water Reclamation Facility (WRF), hereafter referred to as CLIENT, are planning upgrades to their existing Water Reclamation Facility (WRF) to address capacity deficiencies and aging infrastructure. A master planning study for the facility was completed in 2024 and identified preferred alternatives for WRF improvements. The proposed improvements will be implemented in a phased approach. The Initial Phase 1 projects that are included in this scope of work are as follows:

- UV Disinfection System Improvements – increase capacity and address aging infrastructure
- Clarifier #2 Improvements – Increase capacity and address aging infrastructure
- Plant Water Pump Station Improvements – address aging infrastructure

Future phases include more substantial improvements to the liquid stream and solids stream treatment. These future phases are excluded from this scope of work and will be implemented at a later date.

This scope of work is for professional engineering services for the design and bidding of the project as outlined below. The scope has been structured to address the majority of the Phase 1 improvements established in the 2024 WRF Master Plan. It is anticipated that major equipment items (the UV disinfection system) will be pre-procured for installation by the general contractor.

In accordance with the above project understanding, the following main tasks have been identified:

- Task 100 – Project Management
- Task 200 – UV Equipment Pre-Procurement
- Task 300 – Phase 1 Design
 - Task 310 – Secondary Clarifier Upgrades
 - Task 320 – UV Disinfection System Upgrades
 - Task 330 – Plant Water Pump Station Upgrades
- Task 400 – QA/QC Reviews
- Task 500 – Bidding Phase Services

PROJECT ASSUMPTIONS AND LIMITATIONS

The following assumptions were made in the development of this Scope of Services:

- Electrical, Instrumentation, and Controls work to be performed by SKM, Inc. under an existing contract with the City. SKM's fee is not included in this scope of work. However, J-U-B will coordinate as needed with SKM during design and bidding of the proposed projects.
- Construction phase services will be scoped at a later date when the exact project constraints and design criteria are further defined. Construction administration services are not included in this scope of work.
- The project will be developed in phases that follow the progression of design. Progress will be measured through the development and delivery of milestone design packages. The following major design milestones are anticipated:
 - 50% Preliminary Design
 - 90% Design/Agency Review
 - Bid Set
- Construction documents will be developed to bid the project as a single large package consisting of a series of coordinated volumes tentatively planned as follows:
 - Volume 1 – Front Ends
 - Volume 2 – Technical Specifications (Divisions 01-46)
 - Volume 3 – Plans (For disciplines/areas: General, Civil, Structural, Process Mechanical, Electrical, and Instrumentation)
 - Volume 4 – Pre-Procured Equipment Contract Documents and Submittals
- Front Ends will be based on Engineers Joint Contract Documents Committee (EJCDC) Construction Documents.
- Technical Specifications will be developed around Construction Specifications Institute (CSI) Master Format List of Titles (2016 version).
- One pre-procurement package is anticipated for the UV disinfection equipment.
- Consultant's Opinion of Probable Construction Costs (OPCC). Cost opinions will be prepared at the following major design milestones, 50%, 90% and Bid Set. Cost opinions will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering (AACE): 50% Design (Class 3 level estimate), 90% Design (Class 2 estimate), and Bid Set (Class 1 estimate). CLIENT acknowledges that construction cost estimates, financial analysis and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. CLIENT acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 100 – Project Management

- a. This task will include project management tasks such as monitoring project status, budget, schedule, invoicing, and document handling/filing.
- b. The following items are included under this task:

- (i) General project coordination and contract administration
- (ii) Monthly invoicing / project status report
- (iii) Project coordination meetings with Client
- (iv) Develop project teams, roles and responsibilities
- (v) Develop project schedules and task breakdown

Task 200 – UV Disinfection System Pre-Procurement

- a. The UV Disinfection System has been identified for early procurement at the beginning of the design process. Pre-procurement of major equipment reduces the unknowns with variations among different equipment manufacturers and has the advantages of facilitating detailed design in conjunction with the selected manufacturer, reducing the risk of changes after bidding and during construction, and advancing the schedule for long lead items.
- b. The scope will take pre-procurement through the Special Engineering Services phase (Special Engineering Services – primarily involves the Consultant's review of shop drawings submitted by the equipment Seller) where the contract is ready to be assigned to the contractor.
- c. This task will develop and manage the pre-procurement of major equipment items with tasks such as establishing design criteria, front end documents, technical specifications, drawings, vendor coordination, bidding support, and submittal reviews.
- d. The following items are included under this task:
 - (i) Establish the basis of design for the equipment
 - (ii) Prepare front end documents for equipment pre-procurement
 - (iii) Advance the development of technical specifications for pre-procured equipment
 - (iv) Advance the development of supporting drawings for the pre-procured documents
 - (v) Coordinate with equipment vendors to solicit detailed information on equipment design and costs
 - (vi) Assist the City with soliciting bids, bidder questions, addenda, and evaluating and scoring of bids
 - (vii) Provide review of shop drawings submitted by Vendor as part of Special Engineering Services

Task 300 – Phase 1 Design

- a. This task is for the design of the WRF Phase 1 upgrades.
- b. In general, the following subtasks are included for each of the process area improvements:
 - (i) 50% Preliminary Design
 - 1. Internal design team meetings
 - 2. Coordinate with equipment vendors and manufacturers
 - 3. Review/recreate relevant drawings
 - 4. Preliminary technical specifications
 - 5. OPCC – prepare a cost opinion based on preliminary design
 - (ii) 90% Design/Agency Review
 - 1. Incorporate any changes resulting from the 50% design reviews with the City
 - 2. Coordinate with equipment vendors and manufacturers

3. Develop a complete set of drawings with detail to allow construction of the facility
 4. Finalize contract documents and technical specifications
 5. OPCC – prepare final cost opinion based on updated design
 6. Submit construction documents to UDWQ for review and in support of a construction permit
- (iii) 100% Bid Set
1. Update the construction documents based on review comments from regulatory agencies, internal QA/QC, and feedback from the City.
 2. OPCC - update and finalize the cost opinion.

Subtask 310 – Secondary Clarifier Upgrades

- a. This task will include replacing the clarifier motor drive assembly and installation of density current baffles, launder covers, energy dissipation structure, and sludge withdrawal ring (optional adders, the need for these items will be assessed by the clarifier manufacturer in a site visit). It includes vendor coordination, onsite visits for measurement, quantities, and equipment evaluation, electrical/SCADA coordination (by others), and development of design drawings.

Subtask 320 – Disinfection System Upgrades

- b. This task will include the outfit of UV channel #2 with new UV modules and ancillary electrical/instrumentation equipment. The UV disinfection equipment to be installed in channel #2 will be pre-procured in advance of bidding and the design will be based around the selected UV manufacturer from the procurement process. This task includes vendor coordination, onsite visits for measurement, quantities, and equipment evaluation, electrical/SCADA coordination (by others), and development of design drawings.

Subtask 330 – Plant Water Pump Station Upgrades

- a. This task will include replacing the metal skid plate over the plant water pump station wet well at the distribution pump house. It includes vendor coordination, onsite visits for measurement and quantities, development of design drawings, and work sequencing of the proposed improvements.

Task 400 – QA/QC Reviews

- a. This task will include deliverable tasks such as producing preliminary and final plan sets and specifications.
- b. Deliverable reviews will be performed at each milestone for internal quality assurance and control. Subject matter specialists will be employed to perform the internal reviews followed by CLIENT reviews.
- c. Reviews at the following design milestones are planned:
 - (i) 50% Preliminary Design
 - (ii) 90% Design / Agency Review

Task 500 – Project Bidding

- a. This task will include bidding tasks such as preparing documents for bid, conducting pre-bid meeting and site visit, review of bid tabulations, and recommendation of award.
- b. The following items are included under this task:

- (i) Advertise for bid
- (ii) Pre-bid meeting
- (iii) Addendums and addressing vendor/contractor questions
- (iv) Bid review/tabulation/evaluation
- (v) Recommendation of award

PART 2 - SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule (from Notice to Proceed)
100	Project Management	0 – 4 months
200	Equipment Pre-Procurement	0 – 2 months
300	WRF Phase 1 Upgrades Design	0 – 3 months
400	QA/QC Reviews	1 – 3 months
500	Project Bidding	3 – 4 months

PART 3 - BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:
- 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Services
- 1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees for the services identified in PART 1.

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
100		Project Management	\$11,500
100	001	Admin	\$5,800
100	002	Design Review Meetings with Client	\$5,700
200		UV Disinfection Equipment Pre-Procurement	\$32,900
200	001	Prepare Equipment Procurement Documents and Evaluate Bids	\$25,100
200	002	Submittal Review, Contract Assignment, Commence Fabrication	\$7,800
300		WRF Phase 1 Upgrades Design	\$56,400
300	310	Clarifier Upgrades	\$16,500
300	320	Disinfection System Upgrades	\$31,300
300	330	Plant Water Pump Station Upgrades	\$8,600
400		QA/QC Reviews	\$6,000
500		Project Bidding	\$7,900
		TOTAL DESIGN PHASE FEE	\$114,700

- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

For Internal J-U-B use only:

PROJECT LOCATION (STATE): UT

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

Wastewater Treatment (S04-T)

TOOELE CITY CORPORATION

RESOLUTION 2024-98

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE BY ADDING PUBLIC IMPROVEMENT PERMIT REVIEW FEES.

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

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

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

WHEREAS, on September 18, 1996, the City Council approved Resolution 1996-39, establishing engineering and plat review fees for subdivisions, and on February 16, 2005, the City Council approved Resolution 2005-12, updating and expanding subdivision review fees; and,

WHEREAS, on August 20, 2003, the City Council approved Resolution 2003-40, establishing engineering and site review fees for site plans; and,

WHEREAS, the above-referenced fees are contained in the Tooele City Fee Schedule, which document aspires to contain all City-charged fees; and,

WHEREAS, the subdivision and site plan review fees are intended to help the City recoup some or all of its actual costs to review the public improvement construction plans associated with subdivisions and site plans, as well as the plats and plans themselves, so that the public improvements constructed by developers satisfy City standards and specifications, helping to ensure the long life of public utilities and to reduce utility maintenance and operation costs, all of which are borne by City rate payers and tax payers in perpetuity; and,

WHEREAS, without the subdivision and site plan review fees, the City would not recoup any of its costs to review subdivisions and site plans, and rate payers and tax payers would be subsidizing development costs, which can be thousands of dollars per development project; and,

WHEREAS, on occasion, developers desire to construct public improvements not directly associated with a concomitant subdivision plat or site plan, but the construction plans require extensive City review nonetheless; and,

WHEREAS, the City requires all developers and contractors to have a Pre-Construction Meeting and a Public Works Permit prior to constructing public improvements that are intended for dedication to Tooele City; and,

WHEREAS, the City desires to establish a Public Improvement Review fee, associated with a Public Works Permit, for engineering review of public improvements not directly associated with a concomitant subdivision plat or site plan, in order to recoup a portion of the City's costs and reduce the amount of the public subsidy to development costs; and,

WHEREAS, because of the impossibility to predict the nature of public improvements constructed independent of a subdivision or site plan, and because of the vast possible breadth of public improvements project scale, the City Administration recommends an hourly rate fee for public improvements engineering review, and recommends \$300/hour as a conservative estimate of the costs for public improvement construction plans to be adequately reviewed by the City Engineer and the Public Works Director, with additional involvement of the Community Development Director, the Fire Department, and Public Works Inspectors; and,

WHEREAS, the City Administration believes that the proposed fee bears a reasonable relationship to the cost of the City review services provided, making the fee reasonable and legal, and not a tax or a taking; and,

WHEREAS, generally speaking, the City Council policy on the establishment of City fees related to development is for development to pay its own engineering-related expenses, and to not award public subsidies by providing free engineering services to developers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the following amendments are hereby made to the Tooele City Fee Schedule:

Subdivision Review (includes review of construction plans for public improvements within the subdivision and connecting to utilities in rights-of-way adjacent to the subdivision)

Preliminary Subdivision:	\$1,000 + \$50 per lot
Final Subdivision:	\$1,500 + \$50 per lot
Minor Subdivision:	\$1,000 + \$50 per lot
Subdivision Amendment:	\$1,000 + \$50 per lot
Property Line Adjustment:	\$200/property
Property Combination:	\$200/property
Preliminary Subdivision Approval Extension:	\$150
Final Subdivision Approval Extension:	\$150
Water Modeling Fee:	

Lot Split on Existing Water Main Line	No Fee
Lot Split on New Water Main Line	\$1,000
≥3 and ≤10 Lots	\$2,000
11 to 50 Lots	\$2,500
51 to 100 Lots	\$3,000
101+ Lots	\$3,000 + \$10/Lot
Sewer Modeling Fee:	
Lot Split on Existing Sewer Main Line	No Fee
Lot Split on New Sewer Main Line	\$1,000
≥3 and ≤10 Lots	\$2,000
11 to 50 Lots	\$2,500
51 to 100 Lots	\$3,000
101+ Lots	\$3,000 + \$10/Lot

Site Plan Review (includes review of construction plans for public improvements within the site plan and connecting to utilities in rights-of-way adjacent to the site)

Commercial	
Sites <1 Acre:	\$1,500
Sites 1.0 to 3.0 Acres:	\$2,000
Sites >3.0 Acres:	\$2,000 + \$500/acre or portion >3
Multi-Family Residential	
Sites <1 Acre:	\$1,500
Sites 1.0 to 3.0 Acres:	\$2,000
Sites >3.0 Acres:	\$2,000 + \$500/acre or portion >3
Site Plan Amendment:	\$1,000
Site Plan Approval Extension:	\$150
Personal Wireless Telecommunications	
Facility (Cell Tower) Site Plan	\$200
Wireless Communication Services (Small Cell)	(See Utility Franchises)

Public Improvements Review – Public Works Permit (for review of all public improvement construction plans not reviewed with a subdivision or site plan)

The fee for review of public improvement construction plans not reviewed as part of the Subdivision Review and Site Plan Review fees, above, shall be \$300 per hour. A deposit shall be paid prior to the issuance of a Public Works Permit for the public improvements, based on the anticipated City time to review the plans. If the deposit is insufficient, the City will invoice for the balance of the fee. If the deposit exceeds the cost, calculated at the fee hourly rate, the overcharge will be reimbursed to the payor. Until the fee/deposit is paid, the City will not approve the construction plans, will not issue a Public Works Permit, and will not schedule the required pre-construction meeting. No public improvements under this Fee Schedule section shall be constructed without payment of the fee.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-100

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH RHINO PUMPS LLC FOR REPAIRS TO WELL 5.

WHEREAS, the City owns and operated a series of groundwater wells for the City's culinary water supply; and,

WHEREAS, Well #5 has been determined to need repairs in order to function as designed and built, those repairs including a new pump, a rebuilt motor, and well column repairs (brush and bail, air shock, screens, video inspections); and,

WHEREAS, the City has selected Rhino Pumps LLC to do the work because Rhino has current familiarity with the pump, motor, screens, and column, and is in the best position to efficiently make the repairs, at a total cost of \$89,895; and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.* and UCA §72-6-101 *et seq.* is not required for the Project because the Project cost does not reach the statutory cost threshold; and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures; and,

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

WHEREAS, the proposed Agreement and the cost proposal are attached as Exhibit A; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Rhino Pumps LLC, in the amount of \$89,895, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Agreement and Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Rhino Pumps** of **453 W 700 S Pleasant Grove, Utah 84062**, a(n) _____ [individual/company type], (hereinafter “Contractor”) enter into this Agreement on the **19th** day of **December, 2024** (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - a. **Furnish new pump and rebuild the well motor for well 5**
 - b. **Brush and bail, air shock and well video inspections for well 5**See attached quotes for both services
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 **\$89,894.99** 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 **March 31, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming

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

- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 10/25/2024)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____


Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



RHINOPUMPS

453 W. 700 S
Pleasant Grove, UT 84062
Phone (801) 321-8242
sales@rhinopumps.com

Customer ID
2141

Attn
Chris Johnson

Quote Date
11/21/2024

cc

Quote 1/2

Quote Number
FQ1533

Job Number
F1285

Customer Information

Tooele City
90 N. Main St.
TOOELE, UT 84074

Ship To Information

Tooele City
90 N. Main St.
TOOELE, UT 84074

Quote By: Bryan Martinez

PO #:

RFQ #:

Salesperson: Bryan Martinez

Phone:

Fax:

Terms: Net 30

Quote Information

Required Work: Tooele - Well 5
Pump & Motor
- FloWise Submersible Style Vertical Turbine (620 GPM @ 565FT)
- Hitachi Certified Motor Inspection - Hitachi 125 HP (1800 RPM-460/3/60) [includes shipping & inspection]

Equipment
- New 8" Drop Pipe x 160' (20' sections)
- Blast & Coat Existing Well Head - Tnemec Epoxy

Installation & Start-Up

Comments: Well Rehab on Quote FQ1514

Labor		Unit Price	Ext Price
1	Installation	13,285.71	13,285.71
Total for Labor :			13,285.71
Material		Unit Price	Ext Price
1	FloWise Submersible FW10lc - 4 Stage 1800 RPM	13,766.43	13,766.43
1	Motor Refurbish Hitachi 125 HP 1800 RPM	1,785.71	1,785.71
1	New Equipment 8" Drop Pipe x 160'	7,342.86	7,342.86
Total for Material :			22,895.00


		Subtotal :	36,180.71
Lead Time		Total for Quote FQ1533 :	36,180.71

SIGNATURE: _____ DATE: _____

PO# (IF NOT ALREADY ISSUED): _____ Ship Via: _____

Our Tax ID: 46-3826223 Your Tax ID: 11885616-002-STC


Sales Tax Code 1: No Sales Tax on Sales

 <p>RHINOPUMPS</p>	453 W. 700 S. Pleasant Grove, UT 84062 Phone (801) 321-8242 sales@rhinopumps.com	Customer ID 2141	Quote Date 11/21/2024	Quote 2/2 Quote Number FQ1533
		Attn Chris Johnson	cc	Job Number F1285
	Customer Information Tooele City 90 N. Main St. TOOELE, UT 84074	Ship To Information Tooele City 90 N. Main St. TOOELE, UT 84074	Quote By: Bryan Martinez PO #: RFQ #: Salesperson: Bryan Martinez Phone: Fax: Terms: Net 30	

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
 We Are not Responsible For Items Left Over 60 Days.
 Quote is valid for 30 days.

Lead Time	Subtotal :	36,180.71
	Total for Quote FQ1533 :	36,180.71

SIGNATURE: _____	DATE: _____
PO# (IF NOT ALREADY ISSUED):	Ship Via: _____
Our Tax ID: 46-3826223	Your Tax ID: 11885616-002-STC
Sales Tax Code 1: No Sales Tax on Sales	



RHINOPUMPS

453 W. 700 S.
Pleasant Grove, UT 84062

Phone (801) 321-8242

sales@rhinopumps.com

Revised **Quote**

Customer ID	Quote Date	Quote Number
2141	11/21/2024	FQ1514
Attn	cc	Job Number
Chris Johnson		F1285

Customer Information

Tooele City
90 N. Main St.
TOOELE, UT 84074

Ship To Information

Tooele City
90 N. Main St.
TOOELE, UT 84074

Quote By: Bryan Martinez

PO #:

RFQ #:

Salesperson: Bryan Martinez

Phone:

Fax:

Terms: Net 30

Quote Information

Required Work: Tooele - Well 5

- Well Rehab
- Brushing & Bailing
- Well Video
- Rhino Blast Air Shock
- Well Video

- Comments:**
- REVISED 11/19/2024: Removed Submersible Pump Cable
 - REVISED 11/21/2024: Moved Equipment to Quote FQ1533

Other		Unit Price	Ext Price
1	Brushing & Bailing - 3 Days	6,857.14	6,857.14
1	Well Video - Well Depth 600 Feet (After Brushing & Bailing)	2,000.00	2,000.00
1	Air Shock - Rhino Blast	42,857.14	42,857.14
1	Well Video - Well Depth 600 Feet (After Air Shock - Rhino Blast)	2,000.00	2,000.00
Total for Other :			53,714.28

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
Quote is valid for 30 days.

	Subtotal :	53,714.28
Lead Time		
	Total for Quote FQ1514 :	53,714.28

SIGNATURE: _____	DATE: _____
PO# (IF NOT ALREADY ISSUED):	Ship Via: Bestway
Our Tax ID: 46-3826223	Your Tax ID: 11885616-002-STC
Sales Tax Code 1: No Sales Tax on Sales	

TOOELE CITY CORPORATION

RESOLUTION 2024-96

A RESOLUTION OF THE TOOELE CITY COUNCIL REAPPOINTING KATRINA CALL, BRIAN ROTH, AND JEFF HAMMER TO THE ADMINISTRATIVE CONTROL BOARD OF THE NORTH TOOELE CITY SPECIAL SERVICE DISTRICT.

WHEREAS, the Tooele City Council created the North Tooele City Special Service District ("District") on June 16, 1999, pursuant to Sections 17A-2-1301 through 17A-2-1332, Utah Code (since renumbered to U.C.A. Title 17D, Chapter 1); and,

WHEREAS, the aforementioned Utah Code sections allow for the establishment of an administrative control board ("Board") for the District, the powers of that Board being specified by the Utah Code and by the governing authority of the District, which is the Tooele City Council; and,

WHEREAS, the term of board members is generally four years (U.C.A. Section 17D-1-304); and,

WHEREAS, the terms of Board members Katrina Call, Brian Roth, and Jeff Hammer will expire on December 31, 2024, and they desire reappointment for new four-year terms:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Katrina Call, Brian Roth, and Jeff Hammer are hereby reappointed to serve as members of the Administrative Control Board of the North Tooele City Special Service District, effective immediately, for terms ending December 31, 2028, as further indicated below:

Name	Term of Service	Length of Service
Jeff Hammer	01-01-25 to 12-31-28	since 01-18-17
Katrina Call	01-01-25 to 12-31-28	since 06-30-17
Brian Roth	01-01-25 to 12-31-28	since 11-04-20
Kim Steinquist	09-18-24 to 12-31-27	since 09-18-24
Amanda Graf	01-01-23 to 12-31-26	since 03-20-19
Jed Winder	01-01-22 to 12-31-25	since 03-19-08

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-99

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR POLICE DEPARTMENT FEES.

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

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

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

WHEREAS, the Police Department section of the Fee Schedule needs to be updated because several of the services listed are no longer provided by the Department, one provided service is not listed, and other services are addressed in other Fee Schedule sections (e.g., Records):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the following amendments are hereby made to the Police Department section of the Tooele City Fee Schedule:

POLICE DEPARTMENT

Bicycles

License ————— \$1

Photograph ————— \$2

Fingerprinting

City resident: no charge

non-resident: \$5 per fingerprint card

Reports and Consultations

Initial Contact Police Report, Accident Report, and Supplemental Reports Forms \$5 per report

All Other Records: Written Documents see Records fee section, Except Scale Diagrams
————— \$25

(to be sold as a package)

~~Scale Diagram _____ \$100~~

~~Video Tape (each cassette) _____ \$100~~

~~Consultation with Police Officer: Double the officer's rate of compensation plus 40% for
benefits plus \$0.31 per mile, both ways~~

Parking Citations

Civil Penalty if paid within 15 calendar days: \$50

Civil Penalty if not paid within 15 calendar days: \$100

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

90 N. Main St.
Tooele, UT 84074

Tooele City Council Business Meeting Minutes

Date: Wednesday, December 4, 2024

Time: 7:00 pm

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

City Council Members Present:

Justin Brady
Melodi Gochis (*via telephone*)
Ed Hansen
Maresa Manzione
Dave McCall

City Employees Present:

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Darwin Cook, Parks and Recreation Director
Shannon Wimmer, Finance Director
Kent Page, City Planner
Roger Baker, City Attorney
Chase Randall, Library Director
Chris Sloan, Planning Commissioner
Paul Hansen, City Engineer
Jamie Grandpre, Public Works Director

Minutes prepared by Alicia Fairbourne

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

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

Prior to discussion of the agenda items, Chairman Brady announced that the former Tooele City Mayor, Grant L. "Bud" Pendleton, passed away. Chairman Brady thanked him for his service to the community.

3. Public Comment Period

Chairman Brady opened the floor at 7:01 pm for public comment.

Richard Stribling, a resident of Tooele City, had several items of concern with the dog park located at the England Acres Park. He noted there were no dog waste bins, dog drinking water fountains, or dog-specific playground equipment. He also stated there was a lack of adequate lighting and park benches.

There being no further comments, Chairman Brady closed the public comment period at 7:05 pm.

4. Public Hearing & Motion on Resolution 2024-92 A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2024-2025

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the quarterly budget adjustments for Council review and approval. Key points highlighted included a \$500,000 allocation for capital projects, funded by accrued interest from the 41 Fund over the past year and a half. This Fund, primarily tied to the fire station bond, had accumulated substantial interest. Ms. Wimmer clarified that while the projects funded by this allocation were not included in the original budget, each project would still require Council approval before proceeding.

She noted additional adjustments, which addressed staff reassignments, notably between the animal shelter, police department, and community development, necessitating corresponding operating budget changes. Other amendments involved developer-paid fees for external reviews, an adjustment to the swim team's fees due to incorrect coding, and updates to expense accounts to align with revenues. She invited questions or comments from the Council on the proposed adjustments, to which there were none.

Chairman Brady opened the floor for public comment at 7:07 pm.

There being no comments, Chairman Brady closed the public comment period.

Motion: Council Member Manzione moved to approve Resolution 2024-92, a Resolution of the Tooele City Council approving budget amendments for FY24-25.

Council Member McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Council Member Gochis, "Aye"; Council Member Hansen, "Aye"; Council Member Manzione, "Aye"; Council Member McCall, "Aye". There were none opposed. The motion passed.

5. Audit Presentation

Presented by Larson and Company, Certified Public Accountants

Jon Haderlie presented the results of the FY24 audit, completed and filed by November 23, 2024. The City received an unmodified (clean) opinion on its financial statements, confirming they were materially correct with no significant issues. The audit also reviewed compliance with the Utah State Auditor's requirements, including budgets,

fraud risk assessment, fund balances, and adherence to the Open and Public Meetings Act, all of which also received clean opinions.

The federal single audit, focused on ARPA funds, verified compliance with federal spending requirements and internal controls. The City again received an unmodified opinion, with no findings of non-compliance or weaknesses. Additionally, the City was classified as a low-risk auditee due to its clean audit history and timely filings.

Mr. Haderlie commended City Staff for their cooperation and encouraged the Council to reach out with any questions after reviewing the report.

There being no questions from the Council, Chairman Brady thanked Mr. Haderlie and acknowledged the Staff's efforts before proceeding to the next agenda item.

6. Ordinance 2024-34 An Ordinance of the Tooele City Council Ratifying the Approval of Ordinance 2024-21 and Re-approving the Annexation Petition of Howard Schmidt, Annexing 61.16 Acres of Land Into the Tooele City Corporate Limit, and Assigning the R1-8 Residential Zoning District to the Annexed Property

Presented by Michelle Pitt, City Recorder

Ms. Pitt explained that this Ordinance was reintroduced due to an issue with the original submission of annexation to the Lieutenant Governor's Office. She stated that despite timely submission on October 9, 2024, the Lieutenant Governor's Office indicated in November that they had not received the necessary documentation. This led to the Ordinance being placed back on the agenda to satisfy procedural requirements. However, after Ms. Pitt provided proof of her original submission, the Lieutenant Governor's Office accepted the documentation and issued the certificate of annexation.

Ms. Pitt reported that the annexation process was now complete, and no further action on the Ordinance was necessary. The Council acknowledged her efforts and expressed appreciation for the resolution of the matter.

City Attorney Roger Baker noted that since the item was no longer necessary, it had been removed from the agenda.

7. Resolution 2024-93 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Appeals of Land-Use Related Civil Citations and Reviews

Presented by Roger Baker, City Attorney

Mr. Baker presented Resolution 2024-93, and explained that the changes stemmed from updates made in August to City Code, introducing civil penalties as an alternative to criminal penalties for land use violations, with the aim of achieving compliance more efficiently.

The proposed appeal fee was set variously at \$50, \$100, and \$150, which was higher than the \$25 appeal fee typically charged for other appeals (e.g. parking tickets). This was to reflect the complexity and effort involved in certain cases. For example, reviewing

reasonable accommodation decisions or citations related to legal non-conforming uses required extensive research and resources, often involving outside counsel. Mr. Baker emphasized that these fees were not intended to fully recover costs, but to reduce the City's financial burden while remaining reasonable.

Council Members discussed the rationale behind the fee structure and clarified that appeal fee would be refunded if the appellant won their case.

Motion: Council Member Hansen moved to approve Resolution 2024-93 amending the Tooele City Fee Schedule regarding appeals of land use related civil citations and reviews. Council Member Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Council Member Gochis, "Aye"; Council Member Hansen, "Aye"; Council Member Manzione, "Aye"; Council Member McCall, "Aye". There were none opposed. The motion passed.

8. Resolution 2024-94 A Resolution of the Tooele City Council Approving an Agreement with S.F.T. Concrete for the Tooele Library Stamped Concrete Project

Presented by Chase Randall, Library Director

Mr. Randall explained that this project involved replacing the turf on the park strip along 150 West and Vine with stamped concrete to match the existing decorative concrete at the library's entrance. Additionally, two picnic tables and a buffalo statue would be installed, with the project anticipated to be completed by May 30, 2025.

Mr. Randall noted that the contractor, S.F.T. Concrete, had previously completed quality projects for the City and was the lowest responsible bidder. The project would also include the planting of a third tree to offset a tree removed for the library's canopy project. A drip irrigation system would be installed for the tree, supporting water conservation efforts.

Motion: Council Member McCall moved to approve Resolution 2024-94, a Resolution of the Tooele City Council approving an agreement with S.F.T. Concrete for the Tooele Library stamped concrete project. Council Member Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Council Member Gochis, "Aye"; Council Member Hansen, "Aye"; Council Member Manzione, "Aye"; Council Member McCall, "Aye". There were none opposed. The motion passed.

9. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

There were no invoices presented.

10. Minutes

~November 20, 2024 Work Meeting

~November 20, 2024 Business Meeting

There were no changes or corrections to the minutes.

Motion: Council Member Manzione moved to approve the November 20, 2024 Work Meeting and November 20, 2024 Business Meeting minutes as presented. Council Member McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye"; Council Member Gochis, "Aye"; Council Member Hansen, "Aye"; Council Member Manzione, "Aye"; Council Member McCall, "Aye". There were none opposed. The motion passed.

11. Adjourn

The meeting adjourned at 7:35 pm.

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

Approved this ____ day of December, 2024

Justin Brady, City Council Chair