

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, June 4, 2025 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.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@tooelecity.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.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. **State Funded Grant Previously Funded by VOCA (Victims of Crime Act)**
Presented by Velynn Matson, City Court Victim Advocate
5. **Ordinance 2025-10** An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions
Presented by Roger Baker, City Attorney
6. **Ordinance 2025-17** An Ordinance of Tooele City Amending Tooele City Code 10-2-7 Regarding Designated Truck Routes for Large Vehicles
Presented by Adrian Day, Police Chief
7. **Resolution 2025-48** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Increase the Non-Resident Library Card Fee
Presented by Chase Randall, Library Director
8. **Resolution 2025-49** A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointments of Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors
Presented by Chase Randall, Library Director
9. **Library Annual Report**
Presented by Chase Randall, Library Director
10. **Resolution 2025-50** A Resolution of the Tooele City Council Approving an Agreement with SKM for SCADA System Design Work at the Water Reclamation Facility
Presented by Jamie Grandpre, Public Works Director

11. Resolution 2025-47 A Resolution of the Tooele City Council Declaring Surplus Certain Technology-Related Equipment, and Authorizing its Disposal

Presented by Michelle Pitt, City Recorder

12. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

13. Minutes

~May 21, 2025 Work Meeting

~May 21, 2025 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@tooelecitey.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2025-10

AN ORDINANCE OF TOOELE CITY ENACTING A TEMPORARY LAND USE REGULATION AMENDING TOOELE CITY CODE SECTION 7-26-3 REGARDING WATER RIGHTS EXACTIONS.

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

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

WHEREAS, Utah Code Section 10-9a-504 enables Tooele City to "enact an ordinance establishing a temporary land use regulation," without prior Planning Commission recommendation or public hearings, upon the City Council finding a "compelling, countervailing public interest" in doing so, with "temporary" meaning not to exceed six months; and,

WHEREAS, the Utah Supreme Court case of *Western Land Equities v. Logan City* (1980) identified and established a common law principle called the Pending Ordinance Rule, which provides that a land use or development "application for a permitted use cannot be refused **unless a prohibiting ordinance is pending at the time of application**"; further, "if a city...has initiated proceedings to amend its zoning ordinances, a landowner who subsequently makes application for a permit is not entitled to rely on the original zoning designation" (emphasis added); and,

WHEREAS, like UCA Section 10-9a-504, the Pending Ordinance Rule requires a legislative finding of a compelling, countervailing public interest; and,

WHEREAS, *Western Land Equities* also established Utah's vested development rights rule that, except for the Pending Ordinance Rule, a land use application establishes the date on which development rights vest, as well as the set of land use ordinances applicable to the approved land use; and,

WHEREAS, *Western Land Equities* recognizes the unfairness and the threat to the public interest where the announcement of a future zoning ordinance change would trigger a race to file and vest land use applications prior to the municipality's ability to follow the established lengthy process for amending land use ordinances, thus subverting and undermining the very public policies supporting the need for the zoning ordinance amendment; and,

WHEREAS, on May 6, 1998, the City Council approved Ordinance 1998-10, announcing a pending ordinance to require the exaction of water rights for new developments in Tooele City; and,

WHEREAS, on August 18, 1998, the City Council approved Ordinance 1998-31, enacting Tooele City Code Chapter 7-26 (Water Rights) regarding the exaction of water rights for new developments in Tooele City; and,

WHEREAS, between 1998 and the present time, the City has exacted water rights under Chapter 7-26, and has continuously developed water sources as state-approved points of diversion for those exacted water rights; and,

WHEREAS, upon the conveyance of water rights to the City, payment of culinary water impact fees, and compliance with other standard development regulations, the City is required to provide culinary water for developments after they receive City land use approval; and,

WHEREAS, the Utah Division of Water Rights has long determined that the eastern and central areas of the Tooele Valley are over-appropriated for water rights, meaning there is less water in the eastern and central Tooele Valley hydrologic system than there are the rights to divert that water, with the result that at some future point in time all the available water in those areas will be put to beneficial use without fully satisfying all appropriated water rights; and,

WHEREAS, the City is experiencing increased difficulty in locating developable culinary water sources in the Tooele Valley; and,

WHEREAS, TCC Section 7-26-3 current provides that the City "may refuse to accept any right which it determines to be...deficient," including for reasons of insufficient quantity and quality of water; and,

WHEREAS, the City Administration recommends that Section 7-26-3 be amended in the manner shown below, in order to clarify and expand the City's discretion to reject deficient water rights, including water rights not associated with a developed or identified developable water source:

7-26-3. Type of Water Rights Acceptable for Conveyance.

(1) Water rights proposed for conveyance to the City shall be municipal or municipal-type water rights. Prior to acceptance of such water rights, the City shall evaluate the rights proposed for conveyance and, **in its discretion,** may refuse to accept any right which it determines to be insufficient in annual quantity or flow rate, unsuitable for municipal use, not reasonably likely to be approved for change to municipal purposes within the City by the State Engineer, **not associated with a developed or identified developable water source,** or otherwise deficient. The City's refusal of such rights shall not constitute a waiver of, and shall not relieve an applicant from complying with, the requirements of this Chapter. In determining the quantity of water available under the water rights, the City will evaluate the priority of the water rights, the historic average quantities of water associated with the water rights, **water source sufficiency, water quality,** and other relevant factors. The City will require an approved application for the

change of use and change of point of diversion, as applicable, with the State Engineer in order to quantify and verify the water rights.

WHEREAS, providing potable water to its residents and businesses is a core and quintessential municipal service provided by city governments, and Tooele City in particular due to the lack of a regional water district in the Tooele Valley; and,

WHEREAS, in addition to satisfying the requirements of *Western Land Equities* for a pending ordinance, this ordinance satisfies the requirements of UCA 10-9a-504 for temporarily dispensing with the public process required for land use regulations by finding a compelling, countervailing public interest in protecting the City and its current water rights holdings, current culinary water sources, and existing development projects from water rights conveyed to the City under the City's exaction requirement for new developments when those water rights are not associated with a developed or identified developable water source; and,

WHEREAS, following approval of this Ordinance and the temporary land use regulation proposed herein, the City Council will have a maximum of six months to comply with the statutory land use regulation enactment and amendment process to enact a permanent regulation:

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

1. This Ordinance 2025-10 is hereby approved; and,
2. The temporary land use regulation enumerated and described in this Ordinance 2025-10 is hereby temporarily enacted (namely, the above-referenced amendment of TCC Section 7-26-3(1)); and,
3. This Ordinance 2025-10, and the temporary land use regulation enacted thereby, are effectively immediately, as authorized by the Tooele City Charter; and,
4. For the duration of this temporary land use regulation, the City may reject water rights conveyed as part of a land use application that the City deems deficient, including for not being associated with a developed or identified developable water source; and,
5. This Ordinance 2025-10 shall be in effect until a land use regulation is enacted following the regular Planning Commission and City Council public processes required by the Utah Code and the Tooele City Code, but in no event for longer than six months; and,
6. The City Administration is hereby instructed to prepare an ordinance consistent with this Ordinance 2025-10 for consideration by the Planning Commission and City Council; and,

7. Should a new land use regulation governing water rights exactions not be enacted within the six-month period referenced above, the existing City Code provisions will govern; and,
8. This Ordinance 2025-10 and its temporary zoning regulation shall have binding application upon all land use applications submitted after the date on which proceedings formally began to amend the TCC Section 7-26-3, that date being May 2, 2025 (the date of publication of the May 7, 2025, City Council work meeting agenda identifying the subject matter of this Ordinance); and,
9. As required by Utah Code Section 10-9a-504 and *Western Land Equities*, the City Council hereby makes a finding of a compelling, countervailing public interest in retaining the discretion to refuse water rights for reasons of insufficiency, including for not being associated with a developed or identified developable water source, as described in the recitals, above; and,
10. Similarly, the City Council hereby finds that in failing to approve this Ordinance 2025-10 and enact this temporary land use ordinance, land use applications could be approved and vested contrary to the legislative policies otherwise enacted by the City Council, including in TCC Chapter 7-26.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:



Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2025-17

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 10-2-7 REGARDING DESIGNATED TRUCK ROUTES FOR LARGE VEHICLES.

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

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

WHEREAS, the movement and operation of motor vehicle is regulated in State statute largely by UCA Chapter 41-6a, as well as other provisions, much of which have been adopted as part of the Tooele City Code by way of Section 10-2-1; and,

WHEREAS, Tooele City regulates the movement and operation of large vehicles in TCC Section 10-2-7, including the designation of truck routes; and,

WHEREAS, the City Administration recommends amendments to Section 10-2-7 for purposes of public safety, traffic efficiency, and enforcement, as shown in Exhibit A; and,

WHEREAS, the content of Exhibit A was discussed in the public work meeting of the City Council on May 21, 2025:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 10-2-7 is hereby amended as shown in Exhibit A.

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

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

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

City Code Amendments (Redline)

10-2-7. Large vehicle and vehicles with dangerous load regulations - Truck routes.

(1) It is hereby declared necessary in order to safely move traffic in, out and through the city, to regulate the movement and parking of large vehicles and vehicles with dangerous loads. The regulations in this Section apply to:

(a) all trucks licensed or actually used with a gross weight in excess of 19,000 pounds;

(b) trucks rated for one and one-half tons or larger under standard practices of the State of Utah; and

(c) all explosive, corrosive and flammable liquid carriers capable of carrying in excess of 3,000 gallons or licensed for a gross weight in excess of 9,000 pounds.

(2) Any vehicle or truck as defined in this Section shall use only those routes specified in Subsection (3). ~~or such additional temporary routes as shall be established by the chief of police, either by written permission upon application to deviate from the truck route or by the posting of temporary road signs during the period of temporary or alternate truck routing.~~

(3) The following are designated truck routes:

(a) State Road 36 (Main Street);

(b) State Road 112;

(c) ~~Tooele Boulevard (1100 West Street);~~ Utah Avenue from State Road 112 to 1100 West;

(d) 1100 West from Utah Avenue to Vine Street; ~~Droubay Road;~~

(e) Tooele Boulevard from Vine Street to Millburn Avenue.

~~(e) Pine Canyon Road;~~

~~(f) other streets as designated by express written permission of the police chief, subject to such necessary regulations as are set forth in the written permission in order to accommodate necessary deviation of truck traffic from designated truck routes.~~

(4) The truck routes identified in Subsection (3) shall not apply to the following:

(a) emergency vehicles, school busses, Utah Transit Authority busses, city, county, and state service vehicles, and utility service vehicles; and,

(b) trucks making ~~neighborhood~~ deliveries or pick-ups or traveling to a business, institutional, or construction site if utilizing the designated truck route closest to the delivery or pick-up location and utilizing the shortest non-designated route possible, located in the immediate neighborhood, or to construction trucks delivering to or returning from construction sites where it is not possible to use a designated truck route.

(5) (a) The parking of vehicles regulated by this Section on the public rights-of-way shall be regulated by Section 10-3-25.1.

(b) The parking of a vehicle regulated by this Section on a public right-of-way shall be presumptive evidence of it being operated on the right-of-way on which it is parked.

(6) The driver or owner of any vehicle regulated by this Section that is driven ~~or~~ parked in violation of this Section shall be guilty of a class B misdemeanor.

TOOELE CITY CORPORATION

RESOLUTION 2025-48

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO INCREASE THE NON-RESIDENT LIBRARY CARD FEE.

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

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

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

WHEREAS, the City Administration and Library Board recommend that the non-resident library card fee be changed from \$30/year to \$40/year per person, to help cover the City costs of administering and operating the Library:

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-49

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO MAYOR WINN'S APPOINTMENTS OF DENECE HALL, JESI LLOYD, AND KALANI MASCHERINO TO THE LIBRARY BOARD OF DIRECTORS.

WHEREAS, the Tooele City Council created the library board of directors by Ordinance 1989-13, and thereby ordained, among other things, that board members would serve three-year terms, that members cannot serve more than two full terms in succession, and that the terms are to be staggered such that two expire one year, three expire the next year, and three expire the third year; and,

WHEREAS, the City Council's consent is required to the Mayor's appointments to the Board members pursuant to Tooele City Code §2-1-3 and §2-1-4; and,

WHEREAS, the Mayor, with the support of the Library Director, wishes to appoint Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors; and,

WHEREAS, they will begin their terms as shown in the table, below; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consent to the appointments:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Debra E. Winn's appointment of Denece Hall, Jesi Lloyd, and Kalani Mascherino to the Library Board of Directors to serve three-year terms, as follows:

Board Members	Original Appointment	Original Expiration	Present Appointment	Present Term Expiration
Malcolm Walden	06-30-2024	06-30-2027	06-30-2024	06-30-2027
Chennelle Roth	06-30-2024	06-30-2027	06-30-2024	06-30-2027
Crystal Larmore	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Julie Brough	10-18-2023	06-30-2026	10-18-2023	06-30-2026
Denece Hall	06-04-2025	06-30-2028	06-04-2025	06-30-2028
Jesi Lloyd	06-04-2025	06-30-2028	06-04-2025	06-30-2028
Kalani Maschareno	06-04-2025	06-30-2028	06-04-2025	06-30-2028
Melodi Gochis (City Council)	01-01-2024			

The appointee is authorized to exercise the powers specifically delegated to members of the library board by the Tooele City Council, as declared in the Tooele City Code.

This Resolution shall become effective on the date of passage by authority of the Tooele City Charter.

Passed this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2025-50

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH SKM FOR SCADA SYSTEM DESIGN WORK AT THE WATER RECLAMATION FACILITY.

WHEREAS, JUB Engineers is performing phase 1 design services at the Water Reclamation Facility, and as part of the design services, the Public Works Director recommends that SKM be retained to design Supervisory Control and Data Acquisition (SCADA) system instrumentation and control for the Facility, specifically Electrical Instrumentation and Control (EI&C) engineering services; and,

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

WHEREAS, SKM has submitted a not-to-exceed cost proposal of \$36,000 for the EI&C engineering services (see scope of work, cost proposal, and agreement attached as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement with SKM in the amount of \$36,000 for EI&C engineering design services for the Water Reclamation Facility.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

SKM:
Scope of Work
Cost Proposal
Agreement



save time - save energy - save money

Tooele City
Attn: Tooele City
90 N Main St.
Tooele, Utah 84074

April 11, 2025

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Tooele City (jamieg@tooelecity.gov)

**RE: Tooele City – JUB Engineering Support
Professional Engineering Services Proposal**

Dear Tooele City:

Thank you for the opportunity for SKM Engineering (SKM) to provide a scope of services and fee estimate for the **Tooele City JUB Engineering Support**. We look forward to the opportunity to work with you on this project.

Below is a narrative of our project understanding followed by the project team and relevant experience.

PROJECT UNDERSTANDING

SKM will provide Electrical, Instrumentation and Control Engineering services for projects to support JUB on the civil engineering side, and as requested by the town and JUB. Work will be invoices on a Time and Materials Basis based on the current year billing rates for the work to be performed.

If this Professional Services Agreement is acceptable to you, please sign and return.

If you have any questions, please contact Ryan Pack, P.E. at (801) 299-1327.

Sincerely,

Ryan Pack, P.E.
Principal

Encl.: E-570 Short Form Agreement between Owner and Engineer

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 11, 2025 ("Effective Date") between Tooele City ("Owner") and SKM Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **JUB Engineering Support** ("Project"), and may have multiple tasks within the project.

Engineer's services under this Agreement are generally identified as the following **SCOPE OF WORK** ("Services").

SCOPE OF WORK

SKM will provide Electrical, Instrumentation and Control Engineering services for projects to support JUB on the civil engineering side, and as requested by the town and JUB. Work will be invoices on a Time and Materials Basis based on the current year billing rates for the work to be performed.

CLARIFICATIONS, EXCLUSIONS, AND ADDITIONAL SERVICES

Additional or supplemental services beyond the above Scope of Work shall be performed as defined in Section 2.03. These services include additional work resulting from changes in the extent of the Project or its design including, but not limited to, changes in Project size, complexity, schedule, or character, or construction approach. Specifically, we note the following clarifications and exclusions to our Scope of Services:

1. SKMs work will be limited to Electrical, Instrumentation and Control engineering services. Any Controls work will be performed under either the existing maintenance service agreement or specific project proposals.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of

Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Current Standard Hourly Rates are attached as Appendix 1. These rates are adjusted annually

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee

that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments:

Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Tooele City

Engineer: SKM Engineering

By: _____

Print name:

Title: _____

Date Signed: _____

Address for Owner's receipt of notices:

90 N Main St.
Tooele, Utah 84074

By: _____

Print name: Ryan Pack, P.E.

Title: Principal

Date Signed: April 11, 2025

Address for Engineer's receipt of notices:

533 West 2600 South Suite 275
Bountiful, Ut 84010

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated April 11, 2025.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Electrical & Controls Engineering (SKM)

Electrical Principal Engineer	225
Electrical Engineer III	205
Electrical Engineer II	185
Electrical Engineer I	165
CAD Designer/Manager	155
CAD Designer III	145
CAD Designer II	135
CAD Designer I	115
Controls Project Manager	195
Controls Engineer III	185
Controls Engineer II	170
Controls Engineer I	150
Electrical Transmission Engineer	215
Administrative	95

Reimbursable Expenses Schedule

Additional expenses will be handled in the following manner:

Mileage: IRS per mile rate for vehicles not rented
Printing Costs: Pass through at cost for project documents



save time - save energy - save money

Tooele City
Attn: Tooele City
90 N Main St.
Tooele, Utah 84074

April 11, 2025

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW):
Tooele City (jamieg@tooelecitey.gov)

**RE: Tooele City – JUB Engineering Support
Professional Engineering Services Proposal Task order 1**

Dear Tooele City:

Thank you for the opportunity for SKM Engineering (SKM) to provide a scope of services and fee estimate for the **Tooele City JUB Engineering Support Task order 1**. We look forward to the opportunity to work with you on this project. Below you will find a brief scope of services and a NTE fee with the rates as outlined in the MSA referenced.

PROJECT UNDERSTANDING

JUB is to be performing design and construction oversight work for the solar dryer and miscellaneous upgrades around the WWTP. SKM has been asked to support the design by performing Electrical Instrumentation and Control (EI&C) Engineering services. These will include the following:

1. Design Drawings
 - a. Develop EI&C design drawings to support the JUB design
 - b. Develop EI&C Specifications to support the JUB design
 - c. Attend Design meetings as appropriate
2. Construction Services
 - a. Provide Submittal Reviews
 - b. Provide Construction Field Observations
 - c. Answer contractor RFI's
3. Any additional project support as requested by the town or JUB for this project.

We propose providing these services on an HNTB budget of \$36,000. As we work thru the project if additional funds are required we will discuss it with you and provide an amendment to this Task order.

If this Task order is acceptable to you, please sign and return.

If you have any questions, please contact Ryan Pack, P.E. at (801) 299-1327.

Sincerely,

Ryan Pack, P.E.
Principal

IN WITNESS WHEREOF, the parties hereto have executed this task order to the Master Services Agreement Dated April 11, 2025, the Effective Date of which is indicated on page 1.

Owner: Tooele City

Engineer: SKM Engineering

By: _____

By: _____

Print name:

Print name: Ryan Pack, P.E.

Title: _____

Title: Principal _____

Date Signed: _____

Date Signed: May 23, 2025 _____

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

90 N Main St.
Tooele, Utah 84074

533 West 2600 South Suite 275
Bountiful, Ut 84010

TOOELE CITY CORPORATION

RESOLUTION 2025-47

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

WHEREAS, the I.T. Department has 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 _____, 2025.

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)	Wiped?
Laptop	T540p	R9-0BV50B	Yes\No HDD
Laptop	T540p	R9-0BV508	Yes\No HDD
Laptop	T540p	R9-0BRNET	Yes\No HDD
Laptop	P50	PC-0KCVCM	Yes\No HDD
Laptop	T460	PC-0CF3SS	Yes\No HDD
Laptop	YOGA	MP-06ZKC0	Yes\No HDD
Laptop	SPIN	NXGR7AA008852047F56600	Yes\No HDD
Laptop	YOGA12	MP-082FSD	Yes\No HDD
Laptop	P50	PC-0KCVCK	Yes\No HDD
Laptop	P50	PC-0KCVCL	Yes\No HDD
Laptop	E530	MP-1X7KW	Yes\No HDD
Laptop	T540P	R9-0BRN83	Yes\No HDD
Laptop	P50	PC-0KCVCP	Yes\No HDD
Laptop	YOGA	MP-06ZGW6	Yes\No HDD
Laptop	T460	PC-0FHDLQ	Yes\No HDD
Laptop	T460	PC-0CF3SW	Yes\No HDD
Laptop	T490	PF-1TBVQR	Yes\No HDD
Laptop	T460	PC-0CF3ST	Yes\No HDD
Laptop	YOGA	NA	Yes\No HDD
Laptop	YOGA12	MP-09373U	Yes\No HDD
Laptop	T490	PF-1SSW3B	Yes\No HDD
Laptop	E530	MP-11A5F	Yes\No HDD
Laptop	X230	PK-0B1CW	Yes\No HDD
Laptop	T490	PF-1TCQDE	Yes\No HDD
Laptop	YOGA	NA	Yes\No HDD
Laptop	E520	R9-HG3YN	Yes\No HDD
Laptop	YOGA12	MP-08FCQ0	Yes\No HDD
Laptop	T460	PC-0F42PX	Yes\No HDD
Laptop	E530	MP-11A76	Yes\No HDD
Laptop	CF-52	CF-52PGNBX2M	Yes\No HDD
Laptop	E15	PF-1V73V7	Yes\No HDD
Laptop	SPIN	NXGR7AA00883404DAF6600	Yes\No HDD
Laptop	SPIN	NXGR7AA00883404DAA6600	Yes\No HDD
Desktop	ThinkCentre M Series	MJ12XZM	Yes\No HDD
Desktop	ThinkCentre M Series	MJ552GX	Yes\No HDD
Desktop	ThinkCentre M Series	MJTBTER	Yes\No HDD
Desktop	ThinkCentre M Series	MJ12XZG	Yes\No HDD
Desktop	ThinkCentre M Series	MJPXVPV	Yes\No HDD
Desktop	ThinkCentre M Series	MJPXVYW	Yes\No HDD
Desktop	OPTIPLEX 990	HQ72XR1	Yes\No HDD
Desktop	ThinkCentre M Series	MJPAZFT	Yes\No HDD
Laptop	CF-52	OHTSA46524	Yes\No HDD
Laptop	CF-52	OHTSA47525	Yes\No HDD

Device	Model	S/N (IMEI for cell phones)	Wiped?
Iphone	A1387	99000268569178	
ZTE Phone	Z832	869627028676211	
Iphone	A1349	N/A	
Iphone	A1303	FCC ID: BCGA1303B	
Samsung phone	SM-S327VL(GP)	355744098968922	
Samsung phone	SCH-I545	990004830269282	
LG Phone	N/A	350252716011668	
Motorola phone	XTI955-5	359528090608610	
Samsung phone	SM-J320P	AA2HB05LS/2-B	
Gabb Phone	Z5157V	861583046156256	
Motorola phone	M3C98	353591111090578	
ZTE phone	Z2335CC	862674047547897	
Kyocera phone	C6742	014502001358448)	
Samsung phone	Samsung	357486356518191	
Samsung phone	SGH-T359	358427040525530	
Kyocera phone	E4255	N/A	
ONEPLUS phone	N100	990016792376442	
BlackBerry Phone	REY21CW	MEID: 268435459800279000	
LG Phone	LG-VX5600	MEID: A000002824F8A3	
Ipod	32gb touch	N/A	
LG Phone	LS860	ESN: 256691438800596113	
Mibao phone	M500 32GB	N/A	
Iphone	A2111	356858117470543	
LG Phone	LS670	MEID: 268435460008950082	
LG phone	GW370	12209000633472	
LG Phone	LG440G	14034009099469	
Iphone	A1688	355399080684332	
Iphone	A1532	358822052896912	
Iphone	A1688	356649086898057	
Samsung phone	SM-G930V	356354084774059	
Iphone	A1349	N/A	
Iphone	A1532	35837054890909	
Samsung phone	SM-G930V	356354084429506	
Iphone	A1532	358823052673906	
Samsung phone	SM-G930V	356354084428078	
Iphone	A1688	359485089507313	
Iphone	A1549	352013074735223	
Iphone	A1549	359300064661458	
Iphone	N/A	353221101296387	
Samsung phone	SM-G930V	356354084515916	
Iphone	A1349	N/A	
LG Phone	LGL75C	205KPPB0039360	
Samsung phone	SM-G930V	356354084786566	
Samsung phone	SM-G890A	356422070151564	
Samsung phone	SM-G715U	355756110520341	
Samsung phone	SM-G930V	356354084789743	

Samsung phone	SM-G890A	35935606606157	
Iphone	A1688	359484089442704	
Iphone	A1387	99000407419388	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Iphone	A1532	358534053070617	
Iphone	A1532	358821052912901	
Iphone	A1532	358536059595786	
Iphone	A1532	358823052677575	
Iphone	A1532	358822052121816	
Iphone	A1532	358821052796593	
Iphone	A1532	358821052061121	
Iphone	A1532	358821052065320	
Iphone	A1532	358823052609701	
Iphone	A1532	358537059795038	
BlackBerry Phone	8350i	010003134793820)	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Samsung phone	SMJ327V	356351085965710	
Samsung phone	SGH-I337	359721055178766	
Samsung phone	SM-G900A	354691060750013	
Iphone	A1662	355433075668867	
Samsung phone	SM-G930V	356354084780270	
Samsung phone	SM-G930V	356354084787069	
Samsung phone	SM-G890A	359356061013465	
Samsung phone	SM-G715U	355756110755921	
Samsung phone	SM-G950U	359031084704024	
Iphone	A1532	358821052960470	
Samsung phone	SM-J327V	356351085968292	
Motorola phone	H98XAH6JR5AN	(001700512534770	
Samsung phone	SM-G890A	359356063946514	
Samsung phone	SM-G730A	357130051037814	
Samsung phone	SGH-I337	356567059334399	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Samsung phone	SGH-I337	356567058398254	
Iphone	A1387	99000407226123	
Samsung phone	G930V	N/A	
Samsung phone	SM-G730A	357130051065021	
Iphone	A1349	N/A	
Samsung phone	SGH-I337	356567058903426	
Iphone	A1533	(013885000070671	
Iphone	A1349	N/A	
Motorola phone	H45XAN6RR4AN	(001501712080520	
Sanyo phone	SCP-3810	268435457807259000	

Samsung phone	SM-G730A	357130051065484	
Sanyo phone	SCP-3810	268435457807359000	
Iphone	A1349	N/A	
Iphone	A1688	356139090080983	
Samsung phone	SM-G890A	352131071159229	
Iphone	A1349	N/A	
Iphone	A1349	N/A	
Motorola phone	H98XAH6JR5AN	1700512507770	
Iphone	A1688	355399082944908	
Samsung phone	A3LSGHI337	356567058920024	
Motorola phone	N/A	N/A	
NetGear Aircard	AC791L	359071060966809	
NetGear Aircard	AC791L	359071065702167	
NetGear Aircard	AC791L	359071060967179	
NetGear Aircard	AC791L	359071060964234	
NetGear Aircard	AC791L	359071060968268	
NetGear Aircard	AC791L	359071063309643	

Device	Model	S/N (IMEI for cell phones)	Wiped?
Zultys Phone	Zip43G	000BEA887D54	
Zultys Phone	Zip43G	000BEA8882DA	
Zultys Phone	Zip43G	000BEA8883FA	
Zultys Phone	Zip43G	000BEA8885FC	
Zultys Phone	Zip43G	000BEA899584	
Zultys Phone	Zip43G	000BEA8889C2	
Zultys Phone	Zip43G	000BEA8885E0	
Zultys Phone	Zip43G	000BEA88858E	
Zultys Phone	Zip43G	000BEA888DAE	
Zultys Phone	Zip43G	000BEA8885CE	
Zultys Phone	Zip43G	000BEA888394	
Zultys Phone	Zip43G	000BEA893C5E	
Zultys Phone	Zip43G	000BEA888624	
Zultys Phone	Zip43G	000BEA8885D6	
Zultys Phone	Zip43G	000BEA89C159	
Zultys Phone	Zip43G	000BEA8885EE	
Zultys Phone	Zip43G	000BEA887DB6	
Zultys Phone	Zip43G	000BEA888C7C	
Zultys Phone	Zip43G	000BEA887F66	
Zultys Phone	Zip43G	000BEA88844E	
Zultys Phone	Zip43G	000BEA888542	
Zultys Phone	Zip43G	000BEA888622	
Zultys Phone	ZIP47G	000BEA88CD14	
Zultys Phone	Zip43G	000BEA88842A	
Zultys Phone	Zip43G	000BEA887CF4	
Zultys Phone	Zip43G	000BEA893F5C	
Zultys Phone	Zip43G	000BEA888F20	
Zultys Phone	Zip43G	000BEA887D0E	
Zultys Phone	Zip43G	000BEA887C06	
Zultys Phone	Z23GE	2311053231	
Zultys Phone	Z23GE	2311053341	
Zultys Phone	Zip43G	000BEA88842E	
Grandstream	HT801	207GHMVL5025C15D	
Zultys Phone	Zip43G	000BEA8883F2	
Zultys Phone	Zip43G	000BEA8883A4	
Zultys Phone	Zip43G	000BEA887BFA	
Zultys Phone	Zip43G	000BEA89394F	
Zultys Phone	Zip43G	000BEA8885EA	
Zultys Phone	Zip43G	000BEA887354	
Zultys Phone	Zip43G	000BEA887F70	
Zultys Phone	Zip43G	000BEA88772C	
Zultys Phone	Zip43G	000BEA8885BA	
Zultys Phone	Zip43G	000BEA887EA0	
Zultys Phone	Zip43G	000BEA8878BA	

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 RDA and City Council Work Meeting Minutes

Date: May 21, 2025

Time: 6:00 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Police Chief Adrian Day
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Matt Johnson, Assistant City Attorney
Shilo Baker, Mayor's Assistant
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Shannon Wimmer, Finance Director
Kami Perkins, HR Director
Planning Commissioner Kelley Anderson

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

Chairman Brady opened the meeting at 6:00 p.m.

2. Roll Call

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

3. Mayor's Report

Mayor Winn highlighted three recent community events. She first described the Arbor Day celebration, where over 30 residents volunteered to plant 22 trees at Glen Eagles Park. In return, each participating family received a tree to plant at home. She mentioned that improvements to Glen

Eagles Park were forthcoming, including the installation of a new water line due to insufficient current infrastructure.

Next, she spoke about the Take Pride Tooele Day held at the Tooele Valley Museum. Over 100 volunteers participated in the clean-up event with many staying beyond the scheduled time. Mayor Winn expressed gratitude for the various community groups and businesses that contributed and noted the favorable weather.

Lastly, she discussed the unveiling of the city's tenth buffalo sculpture, located on the southwest corner of the library property and sponsored by Chartway Credit Union. She described recent improvements to the area, including the addition of stamped concrete and upcoming installation of picnic tables under nearby trees. The buffalo, originally positioned facing east, had been turned to face southwest to better display the sponsor's logo. The artist explained that the gold paint used on the horns and stripe symbolized faith, aligning with the community's spirit. Mayor Winn concluded by expressing appreciation for the artist's meaningful work and the sculpture's impact.

4. Council Members' Report

Councilwoman Manzione reported attending the Arbor Day event and noted that 15 of the 22 trees were planted within the first hour, with participation from families, including children and expectant mothers. She announced that the Arts Council had hired a new executive director named Cade. She also attended the Tooele Technical College graduation, which had its largest graduating class to date, and emphasized the school's value to the community. Additionally, she and Councilman Hansen met with a resident and city staff to address concerns and appreciated the staff's willingness to collaborate.

Councilwoman Gochis shared that she was out of town during the Arbor Day celebration but attended the Tooele Tech graduation, where her grandson graduated. She also attended the buffalo unveiling at the library and encouraged residents to check the library's social media for summer activities. She attended the Legislative Policy Committee meeting and summarized topics including legislative engagement, subdivision compliance, SB 174 research, housing and homelessness, and water policy. She noted there was a toolkit available for cities and emphasized communication with the Utah League of Cities and Towns if contacted by state auditors.

Councilman Hansen echoed Councilwoman Manzione's comments about their joint meeting with a resident and praised city staff for their professionalism. He also attended a Planning Commission meeting, which he described as a productive session with lively discussion.

Councilman McCall reported attending the Council of Governments (COG) meeting, the buffalo unveiling, and an Arts Council event. He also participated in both the Mayor's Golf Scramble and the Children's Justice Center fundraiser.

Chairman Brady briefly attended the Arbor Day celebration and received positive feedback from residents, including those from outside the city, about the newly planted trees. He also noted attending the Broadway Block Party, and stated that the North Tooele City Special Service District continued to thrive. He mentioned that flower planting would soon take place in the medians and park strips along 2000 North.

5. Discussion Items

a. Code 10-3-7 Allowing Large Vehicles on Certain Streets

Presented by Adrian Day, Police Chief

Police Chief Adrian Day clarified that the correct code section was 10-2-7 and proposed several changes intended to improve clarity, safety, and enforcement. He recommended removing the phrase "licensed or actually" from the vehicle definition in Section 1, noting that gross vehicle weight was

already a well-understood standard in the trucking industry. He also proposed eliminating the requirement in Sections 2 and 3 for the Police Chief to grant written permission for truck route deviations, citing liability concerns and the redundancy with Section 4, which already exempted travel for deliveries, construction, and nearby businesses.

Chief Day raised the possibility of allowing truck drivers to park their vehicles at their personal residences, which was not addressed under the current code. He also discussed damage caused by overweight vehicles on residential roads, referencing a recent incident involving a truck weighing nearly 100,000 pounds on Vine Street, which significantly exceeded its 80,000-pound rating.

He further recommended striking language in Section 6 that made parking violations a Class B misdemeanor, clarifying that such offenses should remain civil matters as described in Section 5. Additionally, he proposed limiting designated truck routes strictly to SR-36 and SR-112. He explained that other roads currently listed – such as Droubay Road, Pine Canyon Road, and Tooele Boulevard – either led nowhere, lacked adequate infrastructure, or passed through residential areas.

The Council discussed difficulties with truckers using mismarked GPS routes not in compliance with city code and the challenges of updating incorrect online data. Mayor Winn and Chief Day emphasized that safety was the primary concern, especially near schools and in neighborhoods, and noted past efforts to notify industrial depot businesses. They agreed that further outreach would be beneficial.

Councilwoman Gochis shared that trucks from a nearby trucking school frequently used 200 South, damaging overhead utility lines and raising additional safety concerns. Chief Day noted that drivers were often more responsive to federal inspection penalties than local citations, which had improved enforcement outcomes.

The Council expressed support for Chief Day's proposed revisions, including the updated language and limiting truck routes to SR-36 and SR-112. Chairman Brady confirmed that the item would be brought forward at a future business meeting for formal action.

b. Budget Discussion

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer opened the discussion by inviting Council Members to ask questions or raise concerns about the tentative budget presented at the previous Council meeting. She noted that no specific questions had been submitted in advance, so no formal presentation had been prepared.

In response to a question from Councilwoman Gochis, Ms. Wimmer outlined several minor updates to the budget. These included a \$15,000 addition for IT monitoring software deemed essential for system security, a small \$9 adjustment for public defender compensation to account for a rounded COLA increase, and the allocation of \$600,000 in existing Road C funds - \$200,000 for slurry seal projects and \$400,000 for road improvements.

Chairman Brady and Councilwoman Manzione reflected on the productive budget process, emphasizing the alignment between Council and administration on priorities, particularly focusing on people and ongoing maintenance. Ms. Wimmer and Mayor Winn confirmed that substantial budget discussions had taken place prior to the tentative budget's release and praised the cooperative process.

Mayor Winn also corrected a previous statement, clarifying that the COLA included in the budget was 2.5%, not 2%, and that this had been consistent throughout the internal discussions and calculations.

Chairman Brady raised questions about the 50/50 sidewalk replacement program. Ms. Wimmer explained that approximately \$21,000 had been received from residents, resulting in about \$42,000 in sidewalk projects due to the city's match. Mr. Grandpre added that awareness remained a challenge

despite efforts to publicize the program. He noted that many applicants chose not to move forward after learning the cost and shared that residents sometimes opted to repair smaller sections of sidewalk based on affordability. He also confirmed that the Streets Department continued to replace sidewalks independently of the 50/50 program, particularly in cases of significant damage or ADA-related needs.

Mayor Winn praised the responsiveness of Streets Department staff, particularly in addressing accessibility concerns near Remington Park, and emphasized the importance of keeping sidewalk repair and 50/50 funding lines separate while maintaining flexibility for transfers if needed.

Ms. Wimmer confirmed the 50/50 fund balance remained healthy, with \$136,000 carried forward, and additional revenue added as projects were completed. She stated that budget meetings with staff were scheduled over the next two weeks to finalize carryover projects and ensure funding was appropriately allocated for any projects that would not be completed by fiscal year-end.

Chairman Brady and the Council agreed to place a standing budget discussion item on upcoming work meeting agendas to allow time for further review and follow-up questions before adoption at the second meeting in June. Ms. Wimmer welcomed Council Members to contact her directly with questions.

2. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady noted that there was no need for a closed meeting

3. **Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 6:40 p.m.

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

Approved this ____ day of June, 2025

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: May 21, 2025

Time: 7:00 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Police Chief Adrian Day
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Matt Johnson, Assistant City Attorney
Shilo Baker, Mayor's Assistant
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director
Jamie Grandpre, Public Works Director
Shannon Wimmer, Finance Director
Kami Perkins, HR Director
Kent Page, City Planner
Planning Commissioner Kelley Anderson

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

2. Roll Call

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

3. Boys & Girls Club Utah State Youth of the Year, Taylor Gorringer (Tooele Club)

Presented by Taylor Gorringer

Taylor Gorringer, a longtime member of the Tooele Boys and Girls Club, was recognized as Utah State Youth of the Year and shared her personal story and competition speech with the Council. She spoke movingly about overcoming trauma and hardship with the support of the Boys and Girls Club, crediting the club for inspiring her passion for art and guiding her toward a future legal career. Taylor will soon compete for the Pacific Region Youth of the Year title. Mayor Winn and Chairman Brady praised her speech and expressed admiration for her achievements. Mayor Winn also recognized Darlene Dixon for her 40 years of service with the Boys and Girls Club, thanking her and her team for their life-changing impact on thousands of children.

4. Public Comment Period

Chairman Brady opened the floor for public comment at 7:06 pm. There were no comments. The floor was closed.

5. Public Hearing and Motion on Ordinance 2025-13 An Ordinance of Tooele City Amending Tooele City Code Section 7-19-35 Regarding Minor Subdivisions

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented Ordinance 2025-13, a staff-initiated code amendment that would expand the minor subdivision process to include commercial and industrial zones. Previously, the code only applied to residential subdivisions. The change would strike the word “residential,” thereby streamlining and reducing the cost and timeline for subdividing commercial and industrial properties. Mr. Aagard noted that the Planning Commission had unanimously recommended approval of the amendment during its May 14 meeting. He concluded by offering to answer any questions from the Council. There being none, Chairman Brady opened the floor for public comments at 7:08 p.m. There were no comments from the public. The floor was closed.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-13, an Ordinance of Tooele City amending Tooele City Code Section 7-19-35 regarding minor subdivisions.

Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, “Aye”, Councilman Hansen, “Aye”, Councilwoman Gochis, “Aye”, Councilwoman Manzione, “Aye”, Councilman McCall, “Aye”. There were none opposed. The motion passed.

6. Public Hearing and Motion on Ordinance 2025-14 An Ordinance of Tooele City Amending Tooele City Code Title 7 Regarding Parking for Town Homes and Affordable Single-Family Housing, as Required by Utah Legislature House Bill 181

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented Ordinance 2025-14, which implemented mandatory updates to Tooele City Code in response to Utah House Bill 181. The amendments affected several sections of Title 7, including parking requirements for both townhomes and affordable single-family housing. Key revisions included reducing the minimum garage depth for townhomes from 22 feet to 20 feet and allowing garage spaces to count toward required parking. Additionally, homes qualifying as affordable – defined as costing no more than 80% of the county’s median home price – would now be exempt from the garage requirement.

In light of anticipated parking shortages resulting from HB 181, the City Administration recommended increasing the required number of visitor parking stalls from one stall per four townhomes to one stall per three, as a proactive measure to address projected demand. Mr. Aagard

noted the Planning Commission reviewed and unanimously forwarded a positive recommendation for approval from the Council.

During discussion, Council members raised concerns about the adequacy of 20-foot garages for larger vehicles commonly driven in Utah and questioned the practicality of waiving garage requirements entirely. Mr. Aagard confirmed that these changes were driven by state legislation and clarified the application of the affordable housing exemption.

At 7:13, Chairman Brady opened the floor for public comments. There were none. The floor was closed.

Motion: Councilman Hansen moved to approve Ordinance 2025-14, an Ordinance of Tooele City amending Tooele City Code Title 7 regarding parking for town homes and affordable single-family housing, as required by Utah Legislature House Bill 181. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

7. Public Hearing and Motion on Ordinance 2025-15 An Ordinance of the Tooele City Council Amending the Tooele City General Plan Land Use Map for 11.7 Acres of Property Located Near 249 East 1000 North from the Medium Density Residential (MDR) Land Use Designation to the Light Industrial (LI) Land Use Designation

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented the proposal and noted that the area, located between a fire station and an assisted living facility, anticipated a small-scale industrial business park that could include a mix of owner-occupied and rental units for uses such as light manufacturing, offices, and warehousing. Mr. Aagard noted that LI zoning allows a variety of commercial uses but excludes high-impact industrial operations. The Planning Commission had previously recommended against the change by a 6-0 vote.

Applicant Boyd Brown gave a presentation detailing the vision for the site, describing the types of businesses that might occupy the park, its compatibility with surrounding land uses, and the intent to provide retail or office space along 1000 North. He emphasized that the project was designed to accommodate smaller, community-oriented businesses that would be unlikely to create heavy noise or traffic impacts.

Chairman Brady opened the floor for public comments at 7:40 p.m.

Richard Stribling, a nearby resident, spoke in opposition, expressing concerns about traffic, noise near the adjacent assisted living facility, potential helicopter flight risks, and the loss of MDR-designated land. He questioned the availability of water and noted the presence of similar vacant business spaces elsewhere in the city.

There being no further comments, Chairman Brady closed the public hearing at 7:44 p.m.

In discussion, Council members acknowledged the concerns but expressed overall support for the amendment. Councilman Hansen and Chairman Brady stated the proposal was better aligned with the city's goals than a high-density residential project previously proposed on the parcel, citing the benefits of increased commercial tax base and reduced traffic. Councilwoman Manzione supported the change from a transportation planning perspective, noting the lower traffic impact compared to residential development. Councilman McCall raised concerns about buffering and potential impacts on the nearby senior facility but did not oppose the project outright. Councilwoman Manzione also clarified the city's cautious approach to selling water to commercial users.

Motion: Councilman Hansen moved to approve Ordinance 2025-15, an Ordinance of the Tooele City Council amending the Tooele City General Plan Land Use Map for 11.7 acres of property

located near 249 East 1000 North from the Medium Density Residential (MDR) land use designation to the Light Industrial (LI) land use designation. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

8. Resolution 2025-43 Resolution of Tooele City Corporation Supporting America250 Utah and Recognizing and Approving of the Tooele City Utah250 Community Committee

Presented by John Perez, Economic Development Director

Mr. Perez explained that the Utah Department of Cultural and Community Engagement was encouraging cities to form committees in celebration of America's 250th anniversary. Tooele City's existing Fourth of July Committee would serve in this role, with additional staff such as Mr. Perez and Clarissa Pankratz joining the effort. Shilo Baker had already completed the application to participate in the initiative. While participation could lead to receiving \$1,500 in funding for Fourth of July celebrations, this funding was not guaranteed. The initiative is structured as a grant opportunity contingent upon application approval. Council members asked clarifying questions, including whether this was separate from the county's efforts and how committee appointments were made. Mr. Perez confirmed the committee was not open to public applications, as it consisted of existing city personnel already involved in the Fourth of July planning. The Council expressed excitement and appreciation for the opportunity.

Motion: Councilman McCall moved to approve Resolution 2025-43, a Resolution of Tooele City Corporation supporting America250 Utah and recognizing and approving of the Tooele City Utah250 Community Committee. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

9. Resolution 2025-45 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Jill McIntyre to the Tooele City Historic Main Street Commission as a Commission Member

Presented by John Perez, Economic Development Director

Mr. Perez presented the Resolution, which acknowledged the Mayor's appointment of Jill McIntyre to the Tooele City Historic Main Street Commission. He explained that this commission had been created approximately a year prior to distinguish it from the Downtown Alliance and that Councilman Hansen currently served on it. Mr. Perez described Ms. McIntyre as the county's tourism director and emphasized her qualifications and prior collaboration on various initiatives. He highlighted the strategic value of her appointment, noting that, through her county position, she had access to funding opportunities from the Utah Office of Tourism not directly available to the city. Her participation on the commission could potentially unlock additional resources and support for Main Street projects. The Council expressed appreciation, and there were no objections or further discussion.

Motion: Councilwoman Manzione moved to approve Resolution 2025-45, a Resolution of the Tooele City Council acknowledging the Mayor's appointment of Jill McIntyre to the Tooele City Historic Main Street Commission as a commission member. Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

10. Ordinance 2025-16 An Ordinance of Tooele City Updating the City Code by Amending Tooele City Code Title 6 (Animal Control) Chapter 2 and Tooele City Code Title 6 Chapter 4 Part 1

Presented by Adrian Day, Police Chief

Police Chief Adrian Day presented the ordinance, which amended sections of Tooele City Code Title 6 regarding animal control. The changes had been previously discussed during a work session. Key updates included removing cats from the definitions of "animals at large" and "stray animals," thereby exempting them from related violations. The ordinance added farm animals to the "animals at large" category, meaning their owners could now be cited if those animals roamed freely. Ferrets were reclassified from wild to domesticated animals. Additionally, under section 6-4-1, the update clarified that residents could temporarily harbor stray animals while attempting to find the owner, provided they notified the animal shelter within 24 hours. It also changed the language from "shall impound" to "may impound" to allow discretion. The Council had no further questions.

Motion: Councilman Hansen moved to approve Ordinance 2025-16, an Ordinance of Tooele City updating the city code by amending Tooele City Code Title 6 (Animal Control) Chapter 2 and Tooele City Code Title 6 Chapter 4 Part 1. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

11. Resolution 2025-42 A Resolution of the Tooele City Council Approving the Form of the Lease/Purchase Agreement with Zions Bancorporation, N.A., Salt Lake City, Utah, for a Ford-550 with Camera Equipment and Authorizing its Execution and Delivery

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented the resolution and explained that the current camera vehicle, a 2005 model, suffered from numerous mechanical and operational issues, prompting the need for replacement. The new van, purchased through Dawson under a state contract, would cost \$383,903.18, with \$310,000 financed through a five-year lease and the remainder paid upfront as a down payment from budgeted funds. The city would own the vehicle outright after the five lease payments. Mr. Grandpre noted that the equipment was used frequently, especially in summer, and emphasized the urgency of approving the purchase before July 1 to avoid a price increase.

Motion: Councilman McCall moved to approve Resolution 2025-42, a Resolution of the Tooele City Council approving the form of the lease/purchase agreement with Zions Bancorporation, N.A., Salt Lake City, Utah, for a Ford-550 with camera equipment and authorizing its execution and delivery. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

12. Resolution 2025-46 A Resolution of the Tooele City Council Approving an Agreement Change Order No. 3 with Broken Arrow for the Installation of Water Connections at England Acres Park

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented information that construction on Phase III of England Acres Park had been progressing steadily, with irrigation installation and court preparation underway, and a youth group scheduled to assist with tree planting on June 11. As the irrigation system was designed, it became evident that the two existing water connections would not provide sufficient capacity to adequately irrigate the new areas. Although crossing Devil's Ditch to access an existing connection was considered, the necessary authorization from the Army Corps of Engineers would require a lengthy

and complex permitting process. Based on the recommendation of the contracted engineering consultant, the decision was made to install a new connection on the west side of the park. The change order, totaling \$110,285.36, also included a reverse pressure zone (RPZ) device for both the new connection and the previously installed but unconnected line. Mr. Cook explained that the park would continue to use culinary water, as no secondary water source was available in the area. The Council briefly discussed RPZ requirements and potential future water options.

Motion: Councilwoman Gochis moved to approve Resolution 2025-46, a Resolution of the Tooele City Council approving an agreement change order number 3 with Broken Arrow for the installation of water connections at England Acres Park, with the amount corrected on page 2 of the Resolution to \$110,285.36. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

Following the discussion of the additional water connection at England Acres Park, Councilman McCall inquired about the ninja course planned for the site. Mr. Cook confirmed that the ninja course equipment was already in the City's possession. Installation was scheduled to begin once the contractor moved on to constructing the surrounding hard surfaces, including sidewalks, which was anticipated to occur in approximately two weeks. Mr. Cook noted that July would be a particularly active month for visible progress at the park. He also mentioned that the lighting contractor was on standby and expected to begin work soon after receiving notice to proceed.

13. Resolution 2025-44 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Vehicles)

Presented by Michelle Pitt, City Recorder

Ms. Pitt noted that although the packet initially listed five vehicles, a sixth was added. The vehicles included three older Chevrolet Impalas, a 1997 Ford Ranger, a 1999 Chevrolet S10 pickup, and a 2006 Dodge Ram – all with various issues such as rust, dents, interior damage, engine problems, or mechanical wear. The City proposed disposing of the vehicles through a live auction. Councilman Hansen expressed that the City might earn more by advertising the vehicles directly to the public, although Ms. Pitt noted that previous attempts at that method had mixed results.

Motion: Councilman McCall moved to approve Resolution 2025-44, a Resolution of the Tooele City Council authorizing the Tooele City Purchasing Agent to dispose of surplus personal property (public works vehicles). Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

14. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

Ms. Pitt noted the addition of a new item that had arrived earlier that day – a purchase order to Nickerson Company in the amount of \$40,956 for a backup pump motor for Well No. 12.

Motion: Councilwoman Manzione moved to approve the purchase order. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

15. Minutes

~May 7, 2025 Work Meeting

~May 7, 2025 Business Meeting

There were no corrections noted to the minutes.

Motion: Councilwoman Gochis moved to approve the May 7, 2025 Work Meeting and May 7, 2025 Business Meeting Minutes as presented. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

16. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:43 p.m.

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

Approved this ____ day of June, 2025

Justin Brady, City Council Chair